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1947

STATE OF ILLINOIS

DWIGHT H. GREEN, Governor

Illinois Workmen's Compensation Act

(As Amended and in Force July, 1947)

INDUSTRIAL COMMISSION OF ILLINOIS

WILLIAM E. KAISER, Chairman

160 North LaSalle Street

CHICAGO 1, ILL.

(Printed by authority of the State of Illinois)

Workmen's Compensation Act

OF THE

STATE OF ILLINOIS. Laws, statutes, etc.

As amended and in force July, 1947

INDUSTRIAL COMMISSION

WILLIAM E. KAISER, *Chairman*

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WORKMEN'S COMPENSATION ACT

AN ACT *to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and without this State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment," approved June 10, 1911; in force May 1, 1912, as subsequently amended.*

Compensation

Accidental Injuries

Section 1. EMPLOYER—NOTICE.] *Be it enacted by the People of the State of Illinois, represented in the General Assembly:* That an employer in this State, who does not come within the classes enumerated by section three (3) of this Act, may elect to provide and pay compensation for accidental injuries sustained by any employee, arising out of and in the course of the employment according to the provisions of this Act, and thereby relieve himself from any liability for the recovery of damages, except as herein provided.

Employer Election to Pay Compensation

(a) Election by any employer to provide and pay compensation according to the provisions of this Act shall be made by the employer filing notice of such election with the industrial commission, or by insuring his liability to pay compensation under this Act in some insurance carrier authorized, licensed or permitted to do such insurance business in this State.

Notice of Election

Insuring Liability

(b) Every employer within the provisions of this Act who has elected to provide and pay compensation according to the provisions of this Act by filing notice of such election with the industrial commission, shall be bound thereby as to all his employees until January 1st of the next succeeding year and for terms of each year thereafter: Provided, any such employer who may have once elected, may elect not to provide and pay the compensation herein provided for accidents resulting in either injury or death and occurring after the expiration of any such calendar year by filing notice of such election with the industrial board at least sixty days prior to the expiration of any such calendar year, and by posting such

Bound to Employees

Rejection When Filed

Notice Posting

notice at a conspicuous place in the plant, shop, office, room or place where such employee is employed, or by personal service, in written or printed form, upon such employees, at least sixty (60) days prior to the expiration of any such calendar year. Every employer within the provisions of this Act who has elected to provide and pay compensation according to the provisions of this Act by insuring his liability to pay compensation under this Act, as above provided, shall be bound thereby as to all his employees until the date of expiration or cancellation of such policy of insurance, or any renewal thereof.

Effect of Election

(c) In the event any employer mentioned in this section, elects to provide and pay the compensation provided in this Act, then every employee of such employer, as a part of his contract of hiring or who may be employed at the time of the taking effect of this Act and the acceptance of its provisions by such employer, shall be deemed to have accepted all the provisions of this Act and shall be bound thereby unless within thirty (30) days after such hiring or after the taking effect of this Act, and its acceptance by such employee, he shall file a notice to the contrary with the industrial board, whose duty it shall be to immediately notify the employer, and until such notice to the contrary is given to the employer, the measure of liability of such employer shall be determined according to the compensation provisions of this Act: Provided, however, that any employee may withdraw from the operation of this Act upon filing a written notice of withdrawal at least ten (10) days prior to January 1st of any year with the industrial board, whose duty it shall be to immediately notify such employer by registered mail, and, until such notice to the contrary is given to such employer, the measure of liability of such employer shall be determined according to the compensation provisions of this Act.

Rejection by Employer

Employees' Withdrawal

Notice

Rejection Withdrawal of Election to

(d) Any such employer or employee may, without prejudice to any existing right or claim, withdraw his election to reject this Act by giving thirty (30) days' written notice in such manner and form as may be provided by the industrial board. [Amended by Act approved June 10, 1929.]

Repeal and Amendments

Sec. 2. REPEALED.] Section two of an Act entitled, "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act entitled, 'An Act to promote the general

welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment, approved June 10, 1911, in force May 1, 1912,' approved June 28, 1913, in force July 1, 1913, as subsequently amended'' is hereby repealed. [Amended by Act approved June 25, 1917.]

State, etc., Extra Hazardous Businesses Automatically Under

Sec. 3. APPLIES AUTOMATICALLY.] The provisions of this Act hereinafter following shall apply automatically and without election to the State, county, city, town, township, incorporated village or school district, body politic or municipal corporation, and to all employers and all their employees, engaged in any department of the following enterprises or businesses which are declared to be extra hazardous, namely:

Structure

1. The erection, maintaining, removing, remodeling, altering or demolishing of any structure, except as provided in sub-paragraph 8 of this section.

Construction

2. Construction, excavating or electrical work, except as provided in sub-paragraph 8 of this section.

Carriage

3. Carriage by land, water or aerial service and loading or unloading in connection therewith, including the distribution of any commodity by horse-drawn or motor driven vehicle where the employer employs more than two employees in the enterprise or business, except as provided in sub-paragraph 8 of this section.

More than Two Employees

Warehouse

4. The operation of any warehouse or general *or* terminal storehouses.

Mining

5. Mining, surface *mining* or quarrying.

Explosive Materials

6. Any enterprise in which explosive materials are manufactured, handled or used in dangerous quantities.

Vapors Gases

7. In any enterprise wherein molten metal, or explosive or injurious gases or vapors, or inflammable vapors or fluids, or corrosive acids are manufactured, used, generated, stored or conveyed in dangerous quantities.

Sharp Edged Tools Grinders

7½. Any enterprise in which sharpedged cutting tools, grinders or implements are used, including all enterprises which buy, sell or handle junk and salvage, demolish or reconstruct machinery, except as provided in sub-paragraph 8 of this section.

Junk and Salvage

Statutes or Ordinances

8. In any enterprise in which statutory or municipal ordinance regulations are now or shall hereafter be imposed for the regulating, guarding, use or the placing of machinery or appliances or for the protection and safeguarding of the employees or the public therein; each of which occupations, enterprises or businesses are hereby declared to be extra hazardous: Provided, nothing contained herein shall be construed to apply to any work, employment or operations done, had or conducted by farmers and others engaged in farming, tillage of the

Farmers Excluded

soil, or stock raising, or to those who rent, demise or lease land for any such purposes, or to any one in their employ or to any work done on a farm or country place, no matter what kind of work or service is being done or rendered.

Subdividing of Land

9. Any enterprise, business or work in connection with the laying out or improvement of subdivisons of tracts of land.

Wood Preservatives

10. Any enterprise for the treatment of cross-ties, switch-ties, telegraph poles, timber or other wood with creosote or other preservatives. [Amended by Act approved June 10, 1929.

Sec. 3½. [Repealed by Act approved July 3, 1931.

Term "Employer" Defined

Sec. 4. TERM "EMPLOYER"—HOW CONSTRUED.] The term "employer" as used in this Act shall be construed to be:

State and Sub-Divisions

First—The State and each county, city, town, township, incorporated village, school district, body politic, or municipal corporation therein.

Persons Corporations Associations

Person in Service

Contract of Hire

Business in Sec. 3

Election

Second—Every person, firm, public or private corporation, including hospitals, public service, eleemosynary, religious or charitable corporations or associations who has any person in service or under any contract for hire, express or implied, oral or written, and who is engaged in any of the enterprises or businesses enumerated in section three (3) of this Act, or who at or prior to the time of the accident to the employee for which compensation under this Act may be claimed, shall in the manner provided in this Act have elected to become subject to the provisions of this Act, and who shall not, prior to such accident, have effected a withdrawal of such election in the manner provided in this Act. [Amended by Act approved June 25, 1917.

Term "Employee" Defined

Sec. 5. TERM "EMPLOYEE"—HOW CONSTRUED.] The term "employee" as used in this Act shall be construed to mean:

Employment by State

Totally Blind Person and Official Excepted

Fire Dept. Members Excepted

First—Every person in the service of the State, including all persons in the service of the University of Illinois on and after January 25, 1933 except members of the instructional, research, and administrative staffs thereof when not, at the time of *the* injury, actually engaged in an occupation declared to be extra-hazardous in Section Three (3) of this Act, county, city, *town*, township, incorporated village or school district, body politic, or municipal corporation therein, under appointment or contract of hire, express or implied, oral or written, except any totally blind person, any official of

the State or of any county, city, town, township, incorporated village, school district, body politic or municipal corporation therein and except any duly appointed member of the fire department in any city whose population exceeds two hundred thousand according to the last Federal or State census, and except any member of a fire insurance patrol maintained by a board of underwriters in this State: Provided, that any such employee, his personal representative, widow, children, beneficiaries or heirs, who is, are or shall be entitled to receive a pension or benefit for or on account of disability or death arising out of or in the course of his employment from a pension or benefit fund to which the State or any county, town, township, incorporated village, school district, body politic, underwriters' fire patrol or municipal corporation therein is a contributor, in whole or in part, shall be entitled to receive only such part of such pension or benefit as is in excess of the amount of compensation recovered and received by such employee, his personal representative, widow, children, beneficiaries or heirs under this Act. And, provided, further, that one employed by a contractor who has contracted with the State, or a county, city, town, township, incorporated village, school district, body politic or municipal corporation therein, through its representatives, shall not be considered as an employee of the State, county, city, town, township, incorporated village, school district, body politic or municipal corporation which made the contract.

Effect of Pension

Independent Contractor

Second—Every person in the service of another under any contract of hire, express or implied, oral or written, including persons whose employment is outside of the State of Illinois where the contract of hire is made within the State of Illinois, and including aliens, and minors who, for the purpose of this Act shall be considered the same and have the same power to contract, receive payments and give quittances therefor, as adult employees, but not including any totally blind person or any person who is not engaged in the usual course of the trade, business, profession or occupation of his employer:

Contract of Hire

Employment Outside of State

Aliens Minors

Excluded When Not in Usual Course of Trade

Provided, however, that any employer may elect to provide and pay compensation to any employee other than those engaged in the usual course of the trade, business, profession or occupation of the said employer by complying with section 1 of this Act: Provided, further, that employees shall not be included within the provisions of this Act when excluded by the laws of the United States relating to liability of employers to their employees for personal injuries where such laws are held

Employer May Include Other Employees

to be exclusive. [Amended by Act approved July 6, 1935.

No Common Law Action When Employee Covered by Act

Sec. 6. EMPLOYEE'S RIGHT TO RECOVER DAMAGES.] No common law or statutory right to recover damages for injury or death sustained by any employee while engaged in the line of his duty as such employee, other than the compensation herein provided, shall be available to any employee who is covered by the provisions of this Act, to any one wholly or partially dependent upon him, the legal representatives of his estate, or any one otherwise entitled to recover damages for such injury; provided, however, that in any action now pending or hereafter begun to enforce a common law or statutory right to recover damages for negligently causing the injury or death of any employee it shall not be necessary to allege in the declaration that either the employee or the employer or both were not governed by the provisions of this Act or of any similar Act in force in this or any other State: Provided, further, that any illegally employed minor or his legal representatives shall, except as hereinafter provided, have the right, within six months after the time of injury or death, to file with the commission a rejection of his right to the benefits under this Act, in which case such illegally employed minor or his legal representatives shall have the right to pursue his or their common law or statutory remedies to recover damages for such injury or death; and provided, further, that no payment of compensation under this Act shall be made to an illegally employed minor, or his legal representatives, unless such payment has first been approved by the commission or any member thereof, and if such payment has been so approved such payment shall be a bar to a subsequent rejection of the provisions of this Act. [Amended by Act approved July 3, 1931.

Illegal Employment of Minors

Death Compensation

Sec. 7. AMOUNT OF COMPENSATION FOR ACCIDENTAL INJURY RESULTING IN DEATH.] The amount of compensation which shall be paid for an *accidental* injury to the employee resulting in death shall be:

Widow and Children Surviving

Legal Obligation to Support

(a) If the employee leaves any widow, child or children whom he was under legal obligations to support at the time of his *accident,* a sum equal to four times the average annual earnings of the employee, but not less in any event than two thousand five hundred dollars and not more in any event than four thousand dollars. Provided, that when an award has been made under this paragraph, where the deceased left at the time of his death a widow and one child under sixteen years of age him surviving, the compensation payments and death benefits to the extent the same were increased

When Payments Shall Cease

because of the existence of said child, insofar as same have not been paid, shall cease and become extinguished when said child arrives at the age of eighteen years, if said child is physically and mentally competent at that time.

Remarriage of Widow

Any right to receive compensation hereunder shall be extinguished by the remarriage of a widow, if the deceased did not leave him surviving any child or children whom he was under legal obligations to support at the time of said *accident*.

Amount Payments Deducted

Any compensation payments other than necessary medical, surgical or hospital fees or services shall be deducted in ascertaining the amount payable on death.

Parent, Husband, Child, Surviving

(b) If no amount is payable under paragraph (a) of this section and the employee leaves any parent, husband, child or children who at the time of *accident* were totally dependent upon the earnings of the employee, then a sum equal to four times the average annual earnings of the employee, but not less in any event than two thousand five hundred dollars, and not more in any event than four thousand dollars. Any compensation payments other than necessary medical, surgical or hospital fees or services shall be deducted in ascertaining the amount payable on death.

Total Dependents

Parent, Children, Grandparent, Grandchildren Surviving

(c) If no amount is payable under paragraph (a) or (b) of this section and the employee leaves any parent or parents, child or children, who at the time of *accident* were partially dependent upon the earnings of the employee, then such proportion of a sum equal to four times the average annual earnings of the employee as such dependency bears to total dependency, but not less in any event than one thousand dollars and not more in any event than three thousand seven hundred fifty dollars. Any compensation payments other than necessary medical, surgical or hospital fees or services shall be deducted in ascertaining the amounts payable on death.

Partial Dependency

Apportionment

Collateral Heirs: Dependency

(d) If no amount is payable under paragraphs (a), (b) or (c) of this section and the employee leaves any grandparent, grandchild or grandchildren or collateral heirs dependent at the time of the *accident* to the employee upon his earnings to the extent of fifty per centum or more of total dependency, then such proportion of a sum equal to four times the average annual earnings of the employee as such dependency bears to total dependency, but not more in any event than three thousand seven hundred fifty dollars. Any compensation payments other than necessary medical, surgical or hospital fees or services shall be deducted in ascertaining the amounts payable on death.

Fifty Percentum of Total Dependency

No Heirs

Burial Expenses

To Whom Paid

Special Fund Created for Disability Under Sec. 8

Refund from State Treasurer

Award of Payment into Special Fund

(e) If no amount is payable under paragraph (a), (b), (c) or (d) of this section, a sum not to exceed one hundred and fifty dollars for burial expenses to be paid by the employer to the undertaker or to the person or persons incurring the expense of burial, and the further sum of four hundred dollars, which shall be paid within sixty days into a special fund, of which the state treasurer shall be ex-officio custodian, such special fund to be held and disbursed for the purposes hereinafter stated in paragraph (f) of Section 8, either upon the order of the Industrial Commission or of a competent court. Said special fund shall be deposited the same as are state funds and any interest accruing thereon shall be added thereto every six months. It shall be subject to audit the same as state funds and accounts and shall be protected by the general bond given by the state treasurer. It shall be considered always appropriated for the purposes of disbursement as provided in Section 8, paragraph (f), of this Act, and shall be paid out and disbursed as therein provided and shall not at any time be appropriated or diverted to any other use or purpose: Provided, that whenever any sum is paid into the said fund and subsequently it develops that compensation is payable under paragraphs (a), (b), (c), or (d) of this section, the industrial commission shall order the refund of any sum paid into the said fund, and the state treasurer as custodian of said fund shall immediately refund the sum paid to him in accordance with the order of the industrial commission upon receipt by him of a certified copy of said order. The State Treasurer, or his duly authorized representative, shall be named as a party to all proceedings and receive the usual and customary notices of hearing in all cases involving claim for the loss of, or the permanent and complete loss of the use of one eye, one foot, one leg, one arm or one hand. In case of settlement contract or award involving the loss of, or the permanent and complete loss of the use of any one of the said members, it shall be the duty of the Industrial Commission, or a Commissioner or Arbitrator thereof, to award to the said Special Fund provided for in paragraph (e) of this Section, the sum payable under sub-paragraph (20) of paragraph (e) of Section 8 to be paid by the employer or the insurance carrier if such employer is insured.

The industrial commission shall, within ten days after the rendition of any award providing for payment into said special fund provided for in paragraph (e) of this section, mail a certified copy thereof to the state treasurer. If said award be not paid within

thirty days after the date said award has become final, the state treasurer shall proceed to take judgment thereon in his own name as ex-officio custodian of said fund as is provided for other awards by paragraph (g) of Section 19 of this Act and take the necessary steps to collect said award. The industrial commission shall immediately, upon learning of any death because of which payments into said fund may become due under paragraph (e) of this section, notify the state treasurer thereof and the state treasurer, if payments be not made into said fund within sixty days following said death on account of which it may be due, shall within sixty days after the receipt of said notice institute proceedings in his own name before the industrial commission for the collection thereof, and in said proceedings the industrial commission may order the burial fund provided for in this Act paid to the person, corporation or organization who has paid or become liable for the payment of same. In all such proceedings so instituted by the state treasurer it shall not be a defense that notice of the accidental injury was not given the employer within thirty days or that the demand for payment was not made within six months, or that written claim for compensation was not filed with the industrial commission within one year. Any person, corporation or organization who has paid or become liable for the payment of burial expenses of said deceased employee may in his or its own name institute proceedings before the industrial commission for the collection thereof.

Judgment Thereon

State Treasurer to Institute Proceedings

Burial Fund

Statutory Limitations Not Effective

Collection of Burial Expenses

In all cases involving disputed dependency claims it shall be the duty of the person filing such claim for or on behalf of the alleged dependents or for the funeral bill to name the State Treasurer as ex-officio custodian of the Fund, provided for in Section 7, paragraph (e), as a party to the said application for adjustment of claim. The said State Treasurer, or his duly authorized representative, shall have all rights of participation in the hearing and review of decisions as is provided under the provisions of this Act. For the purpose of administration, receipts and disbursements, the Special Fund provided for in paragraph (e) of this section shall be administered jointly with the Special Fund provided for in Section 7, paragraph (e) of the Workmen's Occupational Diseases Act. Provided, further, that at no time shall there be paid into said special fund on account of any one death a sum to exceed four hundred dollars.

All Compensation to be Paid in Installments

(f) All compensation, except for burial expenses provided in this section to be paid in case *accident* results in death, shall be paid in installments equal to the percentage of the average earning as provided for in section 8 of this Act, at the same intervals at which the wages or earnings of the employees were paid; or if this shall not be feasible, then the installments shall be paid weekly: Provided, such compensation may be paid in a lump sum upon petition as provided in section 9 of this Act.

Compensation to Whom Paid

(g) The compensation to be paid for *accidental* injury which results in death, as provided in this section, shall be paid to the persons who form the basis for determining the amount of compensation to be paid by the employer, the respective shares to be in the proportion of their respective dependency at the time of the *accident* on the earnings of the deceased: Provided, that the industrial commission or an arbitrator thereof may, in its or his discretion, order or award the payment to the parent or grandparent of a child for the latter's support the amount of compensation which but for such order or award would have been paid to such child as its share of the compensation payable, which order or award may be modified from time to time by the commission in its discretion with respect to the person to whom shall be paid the amount of said order or award remaining unpaid at the time of said modification.

Determination of Dependency

Child's Share Paid to Parent or Grandparent

Orders Modified

Compensation, Discharge by Payment of

The payments of compensation by the employer in accordance with the order or award of the industrial commission shall discharge such employer from all further obligation as to such compensation.

Beneficiaries Non-Resident

In a case where any of the persons who would be entitled to compensation is living at any place outside of the United States, then payment shall be made to the personal representative of the deceased employee. The distribution by such personal representative to the persons entitled shall be made to such persons and in such manner as the commission shall order.

Personal Representative Required

Compensation Increase of Minimum

(h) 1. Whenever in paragraph (a) of this section a minimum of two thousand five hundred dollars is provided, such minimum shall be increased in the following cases to the following amounts:

One Child

Three thousand dollars in case of one child under the age of 16 years at the time of the death of the employee.

Two Children

Three thousand one hundred dollars in case of two children under the age of 16 years at the time of the death of the employee.

Three thousand two hundred dollars in case of three or more children under the age of 16 years at the time of the death of the employee.

Three or More Children

2. Whenever four times the average annual earnings of the deceased employee as provided in paragraph (a) of this section amounts to more than two thousand five hundred dollars and to less than four thousand dollars, the amount so payable under said paragraph shall be increased as follows:

When Amount Payable Is Between Minimum and Maximum

In case such employee left surviving him one child under the age of sixteen years the amount so payable shall be increased three hundred fifty dollars.

One Child

In case such employee left surviving him two children under the age of sixteen years the amount so payable shall be increased four hundred fifty dollars.

Two Children

In case such employee left surviving him three or more children under the age of sixteen years the amount so payable shall be increased six hundred dollars.

Three or More Children

3. Whenever in paragraph (a) of this section a maximum of four thousand dollars is provided, such maximum shall be increased in the following cases to the following amounts:

Compensation Increase of Maximum

Four thousand four hundred fifty dollars in case of one child under the age of sixteen years at the time of the death of the employee.

One Child

Four thousand eight hundred dollars in case of two children under the age of sixteen years at the time of the death of the employee.

Two Children

Five thousand five hundred dollars in case of three or more children under the age of sixteen years at the time of the death of the employee.

Three or More Children

4. Whenever four times the average annual earnings of the deceased employee as provided in paragraph (a) of this section amounts to four thousand dollars and not more than four thousand four hundred dollars and the deceased employee left surviving him one child under the age of sixteen years the amount payable shall be four thousand four hundred dollars.

Whenever four times the average annual earnings of the deceased employee as provided in paragraph (a) of this section amounts to four thousand dollars and not more than four thousand seven hundred dollars and the deceased employee left surviving him two children under the age of sixteen years the amount payable shall be four thousand seven hundred dollars.

Whenever four times the average annual earnings of the deceased employee as provided in paragraph (a) of this section amounts to four thousand dollars and not

more than five thousand dollars and the deceased employee left surviving him three or more children under the age of sixteen years the amount payable shall be five thousand dollars.

Child Illegally Employed

(i) In case the injured employee is under sixteen years of age at the time of the accident and is illegally employed, the amount of compensation payable under paragraphs (a), (b), (c), (d) and (e) of this section shall be increased fifty percentum. Provided, however, that nothing herein contained shall be construed to repeal or amend the provisions of an Act concerning child labor, approved June 26, 1917, as subsequently amended relating to the employment of minors under the age of sixteen years.

(j) Whenever the dependents of a deceased employee are aliens not residing in the United States or Canada, the amount of compensation payable shall be limited to the beneficiaries described in paragraphs (a), (b), and (c) of this section and shall be fifty per centum of the compensation provided in paragraphs (a), (b) and (c) of this section, except as otherwise provided by treaty.

Increase in Aggregate Death Benefit

(k) Where death occurs to an employee as a result of an *accidental* injury sustained to an employee on or after July 1, 1945, and before July 1, 1947, compensation as provided in paragraphs (a), (b), (c), (d) and (h) of this section shall be computed according to the provisions of this section exclusive of this paragraph and after so computed shall be increased *twenty* per centum *(20%)* . Such increase shall be accomplished by increasing the aggregate amount only; provided, however, that in no case shall this paragraph operate to provide an aggregate increase of more than *twenty* per centum *(20%)* of the aggregate compensation which but for this paragraph would be payable.

(l) Where death occurs to an employee as a result of an accidental injury sustained to an employee on or after July 1, 1947, compensation as provided in paragraphs (a), (b), (c), (d) and (h) of this section shall be computed according to the provisions of this section exclusive of this paragraph, and after so computed shall be increased thirty per centum (30%). Such increase shall be accomplished by increasing the aggregate amount only; provided, however, that in no case shall this paragraph operate to provide an aggregate increase of more than thirty per centum (30%) of the aggregate compensation which but for this paragraph would be payable.

No amendment to this paragraph or any part thereof shall in any way affect any right of action thereunder existing at the time such amendment takes effect.

Sec. 8. AMOUNT OF COMPENSATION FOR ACCIDENTAL INJURY NOT RESULTING IN DEATH.] The amount of compensation which shall be paid to the employee for an *accidental* injury not resulting in death shall be:

Compensation Non-Fatal Injury

(a) The employer shall provide the necessary first aid medical and surgical services, and all necessary medical, surgical and hospital services thereafter, limited, however, to that which is reasonably required to cure or relieve from the effects of the *accidental* injury. The employee may elect to secure his own physician, surgeon and hospital services at his own expense. *Where the accidental* injury *results* in the amputation of an arm, hand, leg or foot, or the enucleation of any eye, or the loss of any of the natural teeth, the employer shall furnish an artificial of any such members, lost in accidental injury arising out of and in the course of the employment, and shall also furnish the necessary braces in all proper and necessary cases, provided, the furnishing by the employer of any such services or appliances shall not be construed to admit liability on the part of the employer to pay compensation, and the furnishing of any such services or appliances by the employer shall not be construed as the payment of compensation.

Medical, Hospital Services

Limited to Amount Reasonably Required

Employee's Own Doctor

Employer to Furnish Artificial Members and Appliances

Not Construed Compensation

(b) If the period of temporary total incapacity for work lasts more than six working days, compensation equal to fifty per centum of the earnings, but not less than $7.50 nor more than $15.00 per week, beginning on the eighth day of such temporary total incapacity and continuing as long as the temporary total incapacity lasts, but not after the amount of compensation paid equals the amount which would have been payable as a death benefit under paragraph (a), section 7, if the employee had died as a result of the *accidental* injury at the time thereof, leaving heirs surviving as provided in said paragraph (a), section 7: Provided, that in the case where the temporary total incapacity for work continues for a period of more than twenty-eight days from the day of the *accident,* then compensation shall commence on the day after the *accident.*

Compensation Temporary Total Incapacity

Limitation on Amount

Commencement

(c) For any serious and permanent disfigurement to the hand, head, face or neck, the employee shall be entitled to compensation for such disfigurement, the amount *determined* by agreement *at any time* or by arbitration in accordance with the provisions of this Act, *at a hearing not less than six months after the date of the accidental injury,* which amount shall not exceed one-quarter of the amount of the compensation which would have been payable as a death benefit under paragraph (a), Section 7, if the employee had died as a result of the

Compensation Disfigurement

Amount Limited

When Not Allowed

accident at the time thereof, leaving heirs surviving, as provided in said paragraph (a), Section 7: Provided, that no compensation shall be payable under this paragraph where compensation is payable under paragraph (d), (e) or (f) of this section: And, provided, further, that when the disfigurement is to the hand, head, face or neck, as a result of any *accident,* for which *accident* compensation is not payable under paragraph (d), (e) or (f) of this section, compensation for such disfigurement may be had under this paragraph.

Compensation Partial Incapacity

(d) If, after the *accidental* injury has been sustained, the employee as a result thereof becomes partially incapacitated from pursuing his usual and customary line of employment, he shall, except in the cases covered by the specific schedule set forth in paragraph (e) of this section, receive compensation, subject to the limitations as to time and maximum amounts fixed in paragraphs (b) and (h) of this section, equal to fifty per-

Amount Earned Before and After Accident

centum of the difference between the average amount which he earned before the accident and the average amount which he is earning or is able to earn in some suitable employment or business after the accident. Provided, however, if no compensation is awarded under the foregoing provisions of this paragraph, and when an *accidental* injury has been sustained which results in a fracture to the body of a vertebra, resulting in a loss of function of the back, compensation may be allowed for a period not to exceed thirty (30) weeks in addition to compensation for temporary total disability, such compensation to be in lieu of all other compensation specified hereinbefore by this paragraph.

Hernia

(d-1) An injured employee, to be entitled to compensation for hernia, must prove:

Payment for Only When

1. The hernia was of recent origin;
2. Its appearance was accompanied by pain;
3. That it was immediately preceded by trauma arising out of and in the course of the employment;

No Payment for Prior Hernia Compensation

4. That the hernia did not exist prior to the *accident.*

Additional for Specific Losses

(e) For *accidental* injuries in the following schedule, the employee shall receive compensation for the period of temporary total incapacity for work resulting from such *accidental* injury, in accordance with the provisions of paragraphs (a) and (b) of this section; for a period not to exceed sixty-four weeks, and shall receive in addition thereto compensation for a further period subject to limitations as to amounts as in this section provided, for the specific loss herein mentioned, as fol-

Schedule

lows, but shall not receive any compensation for such injuries under any other provision of this Act.

Thumb

1. For the loss of a thumb, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during seventy weeks.

First Finger

2. For the loss of a first finger, commonly called the index finger, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during forty weeks.

Second Finger

3. For the loss of a second finger, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during thirty-five weeks.

Third Finger

4. For the loss of a third finger, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during twenty-five weeks.

Fourth Finger

5. For the loss of a fourth finger, commonly called the little finger, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during twenty weeks.

Phalange

6. *The loss of the first or distal phalanx of the thumb or of any finger shall be considered to be equal to the loss of one-half of such thumb or finger, and the compensation payable shall be one-half of the amount above specified; provided that the amputation of the entire distal phalanx of a thumb or finger proximal to the distal joint at the reasonable point of election for amputation of such phalanx shall be considered to be the loss of one phalanx only.*

More Than One Phalange

7. The loss of more than one phalange shall be considered as the loss of the entire finger or thumb; provided, however, that in no case shall the amount received for more than one finger exceed the amount provided in this schedule for the loss of a hand.

Great Toe

8. For the loss of a great toe, or for the permanent and complete loss of its use, fifty percentum of the average weekly wage during thirty-five weeks.

Other Toes

9. For the loss of each toe other than the great toe, or for the permanent and complete loss of its use, fifty percentum of the average weekly wage during *the* twelve weeks.

Phalange of Toe

10. *The loss of the first or distal phalanx of any toe shall be considered to be equal to the loss of one-half of such toe, and the compensation payable shall be one-half of the amount above specified; provided, that the amputation of the entire distal phalanx of any toe proximal to the distal joint at the reasonable point of election for amputation of such phalanx shall be considered to be the loss of one phalanx only.*

More Than One Phalange

11. The loss of more than one phalange shall be considered as the loss of the entire toe.

Hand

12. For the loss of a hand, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during one hundred and seventy weeks. *Where an accidental injury sustained is limited to a hand and results in the amputation thereof, and such amputation is performed at the point of election on the forearm for the purpose of permitting the use of an artificial member, such injury shall be compensated as a loss of a hand; provided, however that nothing herein contained shall reduce the amount payable for an arm where the accidental injury sustained includes the forearm above the wrist.*

Arm

13. For the loss of an arm, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during two hundred and twenty-five weeks.

Foot

14. For the loss of a foot or the permanent and complete loss of its use, fifty percentum of the average weekly wage during one hundred and thirty-five weeks. *Where an accidental injury sustained is limited to a foot and results in the amputation thereof, and such amputation is performed at the point of election on the lower leg for the purpose of permitting the use of an artificial member, such injury shall be compensated as a loss of a foot; provided, however, that nothing herein contained shall reduce the amount payable for a leg where the accidental injury sustained includes the lower leg above the ankle.*

Leg

15. For the loss of a leg, or the permanent and complete loss of its use, fifty percentum of the average weekly wage during one hundred and ninety weeks.

Eye-Sight

16. For the loss of the sight of an eye, or for the permanent and complete loss of its use, fifty percentum of the average weekly wage during one hundred and twenty weeks.

Loss of Hearing

16½. For the total and permanent loss of the hearing of one ear, fifty percentum of the average weekly wage during fifty weeks and for the total and permanent loss of hearing of both ears, fifty percentum of the average weekly wage during one hundred twenty-five weeks.

Loss of Testicle

16¾. For the loss of a testicle, fifty percentum of the average weekly wage during fifty weeks, and for the loss of both testicles, fifty percentum of the average weekly wage during one hundred fifty weeks.

Permanent Partial Loss

17. For the permanent partial loss of use of a member or sight of an eye, but not including the hearing of an ear, fifty percentum of the average weekly wage during that proportion of the number of weeks in the foregoing schedule provided for the loss of such member or

Proportioning

sight of an eye which the partial loss of use thereof bears to the total loss of use of such member or sight of eye.

Deduction on Account Previous Injury

17½. In computing the compensation to be paid to any employee who, before the accident for which he claims compensation, had before that time sustained an injury resulting in the loss by amputation or partial loss by amputation of any member, including hand, arm, thumb or fingers, leg, foot or any toes, such loss or partial loss of any such member or the sight of an eye shall be deducted from any award made for the subsequent injury, and for the permanent total loss of use or the permanent partial loss of use of any such member for which compensation has been paid, then such loss shall be taken into consideration and deducted from any award for the subsequent injury.

Loss of Any Two in One Accident

Total Permanent Disability

18. The specific case of loss of both hands, or both arms, or both feet, or both legs, or both eyes, or of any two thereof, suffered in one accident, or the permanent and complete loss of use thereof, suffered in one accident, shall constitute total and permanent disability, to be compensated according to the compensation fixed by paragraph (f) of this section: Provided, that these specific cases of total and permanent disability shall not be construed as excluding other cases: Provided, further, that any employee who has previously suffered the loss or permanent and complete loss of the use of any of said members, and in a subsequent independent accident loses another or suffers the permanent and complete loss of the use of any one of said members, the employer for whom the injured employee is working at the time of said last independent accident shall be liable to pay compensation only for the loss or permanent and complete loss of the use of the member occasioned by said last independent accident.

Employer Liable Only for Injury Suffered in His Employment

Specific Loss and Injured Employee Dies Balance to Beneficiaries

19. In a case of specific loss under the provisions of this paragraph and the amount of which loss has been determined under the provisions of this Act, and the subsequent death of such injured employee from other causes than such injury, leaving a widow and/or lineal dependents surviving before payment in full for such injury, then and in that event the balance remaining due for such injury shall be payable to such dependents, in the proportion which such dependency bears to total dependency.

20. In every case of loss of, or permanent and complete loss of use of one eye, one foot, one leg, one arm or one hand, the employer in addition to the compensation as provided for in this section shall pay into the special fund provided for in Section 7, paragraph (e),

the sum of two hundred twenty-five dollars, if the accidental injury occurs between July 1, 1939, and July 1, 1941, both dates inclusive; thereafter the amount payable into the said special fund shall be one hundred dollars for the loss of, or permanent and complete loss of use of any such member; provided, however, that the payments herein fixed at one hundred dollars may on and after the date when payments in such amount become effective, be suspended or reduced as herein provided, but in no event shall such payments be increased to exceed one hundred dollars.

Beginning July first, 1941, and each July first thereafter, the Industrial Commission shall determine the expenditures to be made from the said special fund for the ensuing six months. If, upon such determination made by the Commission there shall be found to be in excess of fifty thousand dollars or more in the said special fund over and above the expenditures to be made therefrom during the ensuing six months, the Industrial Commission shall by order posted in its offices, suspend payments at the rate of one hundred dollars in this paragraph provided or reduce the amount payable to a sum less than said one hundred dollars, but sufficient to maintain such fifty thousand dollars excess, and such suspension or change in payments at the rate of one hundred dollars shall be effective with respect to accidental injuries occurring on or after the date of such order.

Compensation

Disability Complete

(f) In case of complete disability, which renders the employee wholly and permanently incapable of work, compensation equal to fifty percentum of his earnings but not less than $7.50 nor more than $15.00 per week, commencing on the day after the *accident*, and continuing until the amount paid equals the amount which would have been payable as a death benefit under paragraph (a), section 7, if the employee had died as a result of the *accident* at the time thereof, leaving heirs surviving as provided in said paragraph (a), section 7, and thereafter a pension during life annually, in the specific case of total and permanent disability equal to 12 percentum and in other cases of total and permanent disability equal to 8 percentum, of the amount which would have been payable as a death benefit under paragraph (a), section 7, if the employee had died as a result of the *accident* at the time thereof, leaving heirs surviving, as provided in said paragraph (a), section 7. Such pension shall be paid monthly. Provided, any employee who receives an award under this paragraph and afterwards returns to work or is able to do so, and who earns or is able to earn as much as before the *accident*, payments under such award shall cease; if such employee returns

Pension for Life

Amount of

Employer's Right to Reduce or Stop Compensation

to work, or is able to do so, and earns or is able to earn part but not as much as before the *accident*, such award shall be modified so as to conform to an award under paragraph (d) of this section: Provided, further, that if such award is terminated or reduced under the provisions of this paragraph, such employee shall have the right at any time within one year after the date of such termination or reduction to file a petition with the commission for the purpose of determining whether any disability exists as a result of the original *accidental* injury and the extent thereof: Provided, further, that disability as enumerated in subdivision 18, paragraph (e) of this section shall be considered complete disability. If an employee who had previously incurred loss or the permanent and complete loss of use of one member, through the loss or the permanent and complete loss of the use of one hand, one arm, one foot, one leg, or one eye, incurs permanent and complete disability through the loss or the permanent and complete loss of the use of another member, he shall receive, in addition to the compensation payable by the employer and after such payments have ceased, an amount from the special fund provided for in paragraph (e) of section 7, which, together with the compensation payable from the employer in whose employ he was when the last *accidental* injury was incurred, will equal the amount payable for permanent and complete disability as provided in this paragraph of this section.

Employee's Right After Termination of Award

Employee's Right to Receive Compensation from Fund Created Under Paragraph (e), Sec. 7

The custodian of said special fund provided for in paragraph (e) of section 7 shall be joined with the employer as a party respondent in the application for adjustment of claim. Said application for adjustment of claim shall state briefly and in general terms the approximate time and place and manner of the loss of the first member. The industrial commission shall mail a copy of said application to the custodian of said special fund and shall mail to said custodian all notices of hearing that are mailed to the employer and employee.

State Treasurer Joined as Party Respondent

In its award the commission or the arbitrator shall specifically find the amount the injured employee shall be weekly paid, the number of weeks' compensation which shall be paid by the employer, the date upon which payments shall begin out of the fund provided for in paragraphs (d) and (e) of section 7 of this Act, the length of time said weekly payments shall continue, the date upon which the pension payments shall commence and the monthly amount of said payments. A certified copy of said award and the judgment of any court of competent jurisdiction affirming same shall be,

What Award Shall Find

State Treasurer to Make Payments

by the industrial commission, sent to the state treasurer by registered mail. It shall be the duty of the said state treasurer, thirty days after the date upon which payments out of said fund shall be commenced as provided in said award, and every month thereafter, to mail to the said injured employee direct, or at the option of said treasurer, to some bank in the county in which he resides for delivery to him, a check or draft payable out of said special fund, for all compensation accrued to that date at the rate fixed in said award. Said check or draft on the back thereof shall designate the style and docket number of the cause and the period of time for which it pays, and shall be accompanied by a duplicate receipt, on a form to be supplied by the industrial commission, which receipt shall be executed in duplicate by the injured employee and returned to the treasurer, who shall retain one thereof and shall mail one to the said industrial commission. Said draft, check or receipts shall be a full and complete acquittance to the said state treasurer for the payment out of said fund, and no other appropriation or warrant except the certified copy of said award and judgment of said court shall be necessary to warrant payment out of said fund. The said fund shall be always considered as appropriated for the purpose of making payments according to the terms of said awards.

Compensation Death, Payment of Part

(g) In case death occurs as a result of the injury before the total of the payments made equals the amount payable as a death benefit, then in case the employee leaves any widow, child or children, parents, grandparents, or other lineal heirs, entitled to compensation under Section 7, the difference between the compensation for death and the sum of the payments made to the employee, shall be paid to the beneficiaries of the deceased employee, and distributed as provided in paragraph (f) of Section 7, but in no case shall the amount payable under this paragraph be less than $500.00.

Minimum $500.00

Compensation Maximum

(h) In no event shall the compensation to be paid exceed fifty percentum of the average weekly wage, or exceed $15.00 per week in amount; nor, except in case of complete disability, as defined above, shall any payments extend over a period of more than eight years from the date of the accident. In case an injured employee shall be mentally incompetent at the time when any right or privilege accrues to him under the provisions of this Act, a conservator or guardian may be appointed pursuant to law, and may, on behalf of such mentally incompetent, claim and exercise any such right or privilege with the same force and effect as if

Period of Payment

Conservator or Guardian

Employee Mentally Incompetent

the employee himself had been mentally competent and had claimed or exercised said right or privilege; and no limitations of time by this Act provided shall run so long as said mentally incompetent employee is without a conservator or guardian.

Limitations Extended

(i) 1. All compensation provided for in paragraphs (b), (c), (d), (e) and (f) of this section, other than in case of pension for life, shall be paid in installments at the same intervals at which the wages or earnings of the employee were paid at the time of the *accident,* or if this shall not be feasible, then the installments shall be paid weekly; all payments of compensation to be made not later than two weeks after the interval for which compensation is payable.

Compensation Paid In Installments

Not Later Than Two Weeks

2. Provided, that any payments of compensation by the employer to an injured employee prior to the filing of application for adjustment of claim, shall not be construed against the employer as admitting liability to pay compensation; and

Payment of Compensation Not Admission of Liability

3. Provided, further, that all compensation payments named and provided for in paragraphs (b), (c), (d), (e) and (f) of this section, shall mean and be defined to be for *accidental* injuries and only such *accidental* injuries as are proven by competent evidence, of which there are or have been objective conditions or symptoms proven, not within the physical or mental control of the injured employee himself.

Compensation to Be Paid Only When Objective Symptoms Proven, Not Within Control of Injured

(j) 1. Wherever in this section there is a provision for fifty percentum, such percentum shall be increased five percentum for each child of the employee, including children who have been legally adopted, under 16 years of age at the time of the *accident* to the employee until such percentum shall reach a maximum of sixty-five percentum.

Compensation Increases of Percentage When Children

2. Wherever in this section a weekly minimum of $7.50 is provided, such minimum shall be increased in the following cases to the following amounts:

Weekly Minimum

$11.00 in case of an employee having one child under the age of 16 years at the time of the *accident* to the employee;

Increased for One Child

$12.00 in case of an employee having two children under the age of 16 years at the time of the *accident* to the employee;

Two

$13.00 in case of an employee having three children under the age of 16 years at the time of the *accident* to the employee;

Three

$14.00 in case of an employee having four or more children under the age of 16 years at the time of the *accident* to the employee;

Four or More

Maximum Increased

3. Wherever in this section a weekly maximum of $15.00 is provided, such maximum shall be increased in the following cases to the following amounts:

Two Children

$16.00 in case of an employee with two children under the age of 16 years at the time of the *accident* to the employee;

Three

$18.00 in case of an employee with three children under the age of 16 years at the time of the *accident* to the employee;

Four or More

$20.00 in case of an employee with four or more children under the age of 16 years at the time of the *accident* to the employee.

Children Illegally Employed

(k) In case the injured employee is under sixteen years of age at the time of the *accident* and is illegally employed, the amount of compensation payable under paragraphs (b), (c), (d), (e) and (f) of this section shall be increased fifty percentum. Provided, however, that nothing herein contained shall be construed to repeal or amend the provisions of an Act concerning child labor, approved June 26, 1917, as subsequently amended relating to the employment of minors under the age of sixteen years.

(l) Where the accidental injury occurs on or after July 1, 1945, and before July 1, 1947, compensation due the injured employee during his life time under this section shall be computed according to the provisions of this section exclusive of this paragraph, and after so computed shall be increased *twenty percentum (20%)*. Such increase shall be accomplished by increasing each installment, and maximums otherwise applicable to the installment rate and the aggregate amount may be exceeded only by such increase; provided that in no case shall this paragraph operate to provide an aggregate increase of more than twenty per centum (20%) of the aggregate compensation which but for this paragraph would be payable; provided, further, that this paragraph shall operate to increase the installment rate payable to beneficiaries in cases of *accidental* injuries resulting in death *except as to those accidents occurring on or after July 1, 1945.*

In applying the increase hereunder to compensation for disfigurement, the aggregate amount fixed by agreement or by arbitration shall be *twenty percentum (20%)* greater than provided by paragraph (c) of this section, and the maximum, including such increase, shall be deemed *thirty percentum (30%)* of what the death benefit would have been.

(m) *Where the accidental injury occurs on or after July 1, 1947, compensation due the injured em-*

ployee during his lifetime under this section shall be computed according to the provisions of this section, exclusive of this paragraph, and after so computed shall be increased thirty percentum (30%). Such increase shall be accomplished by increasing each installment, and maximums otherwise applicable to the installment rate and the aggregate amount may be exceeded only by such increase; provided that in no case shall this paragraph operate to provide an aggregate increase of more than thirty percentum (30%) of the aggregate compensation which but for this paragraph would be payable; provided, further, that this paragraph shall operate to increase the installment rate payable to beneficiaries in cases of accidental injuries resulting in death.

In applying the increase hereunder to compensation for disfigurement, the aggregate amount fixed by agreement or by arbitration shall be thirty per centum (30%) greater than provided by paragraph (c) of this section, and the maximum, including such increase, shall be deemed thirty-two and one-half per centum (32½%) of what the death benefit would have been.

No amendment to this paragraph or any part thereof shall in any way affect any right of action thereunder existing at the time such amendment takes effect.

Compensation

Sec. 9. WHERE PAYMENT IN LUMP SUM DESIRED.] Any employer or employee or beneficiary who shall desire to have such compensation, or any unpaid part thereof, paid in a lump sum, may petition the commission, asking that such compensation be so paid, and if, upon proper notice to the interested parties and a proper showing made before such commission or any member thereof, it appears to the best interest of the parties that such compensation be so paid, the commission may order the commutation of the compensation to an equivalent lump sum, which commutation shall be an amount which will equal the total sum of the probable future payments capitalized at their present value upon the basis of interest calculated at three per centum per annum with annual rests: Provided, that in cases indicating complete disability no petition for a commutation to a lump sum basis shall be entertained by the commission until after the expiration of six months from the date of the injury, and where necessary, upon proper application being made, a guardian, conservator or administrator, as the case may be, may be appointed for any person under disability who may be entitled to any such compensation and an employer bound by the terms of this Act and liable to pay such compensation, may petition for the

Lump Sum

Notice

Commutation How Made

Complete Disability

Conservator or Guardian

appointment of the public administrator, or a conservator, or guardian, where no legal representative has been appointed or is acting for such party or parties so under disability.

Award Where No Dispute Exists

The payment of compensation in a lump sum to the employee in his lifetime upon order of the Industrial Commission, shall extinguish and bar all claims for compensation for death if the compensation paid in a lump sum represents a compromise of a dispute on any question other than the extent of disability.

Subject to the provisions herein above in this paragraph contained, where no dispute exists as to the fact that the accident arose out of and in the course of the employment and where such accident results in death or in the amputation of any member or in the enucleation of an eye, then and in such case the arbitrator or commission may, upon the petition of either the employer or the employee, enter an award providing for the payment of compensation for such death or injury in accordance with the provisions of Section 7 or paragraph (e) of section 8 of this Act. [As amended by Act approved July 24, 1939.

Compensation Computation

Sec. 10. Basis for computing compensation.] The basis for computing the compensation provided for in Sections 7 and 8 of the Act shall be as follows:

Annual Earnings Basis

(a) The compensation shall be computed on the basis of the annual earnings which the injured person received as salary, wages or earnings if in the employment of the same employer continuously during the year next preceding the injury.

Employment Grade of Basis

(b) Employment by the same employer shall be taken to mean employment by the same employer in the grade in which the employee was employed at the time of the accident, uninterrupted by absence from work due to illness or any other unavoidable cause.

Employment Same Class

Basis

(c) If the injured person has not been engaged in the employment of the same employer for the full year immediately preceding the accident, the compensation shall be computed according to the annual earnings which persons of the same class in the same employment and same location, (or if that be impracticable, of neighboring employments of the same kind) have earned during such period.

Employment Annual Earnings 300x

(d) As to employees in employments in which it is the custom to operate throughout the working days of the year, the annual earnings, if not otherwise determinable, shall be regarded as 300 times the average daily earnings in such computation.

(e) As to employees in employments in which it

is the custom to operate for a part of the whole number of working days in each year, such number, if the annual earnings are not otherwise determinable, shall be used instead of 300 as a basis for computing the annual earnings, provided the minimum number of days which shall be so used for the basis of the year's work shall be not less than 200.

Employment Part Time Annual Earnings 200x

(f) In the case of injured employees who earn either no wage or less than the earnings of adult day laborers in the same line of employment in that locality, the yearly wage shall be reckoned according to the average annual earnings of adults of the same class in the same (or if that is impracticable, then of neighboring) employments.

Employee Earning No Wage

(g) Earnings, for the purpose of this section, shall be based on the earnings for the number of hours commonly regarded as a day's work for that employment, and shall exclude overtime earnings. The earnings shall not include any sum which the employer has been accustomed to pay the employee to cover any special expense entailed on him by the nature of his employment.

Earning Day's Work as Basis

(h) In computing the compensation to be paid to any employee, who, before the accident for which he claims compensation, was disabled and drawing compensation under the terms of this Act, the compensation for each subsequent injury shall be apportioned according to the proportion of incapacity and disability caused by the respective injuries which he may have suffered.

Compensation Where Previous Injuries

(i) To determine the amount of compensation for each installment period, the amount per annum shall be ascertained pursuant hereto, and such amount divided by the number of installment periods per annum.

Compensation Determination of Installment Period

Sec. 11. COMPENSATION MEASURE OF RESPONSIBILITY EMPLOYER ASSUMED UNDER ACT.] The compensation herein provided, together with the provisions of this Act, shall be the measure of the responsibility of any employer engaged in any of the enterprises or businesses enumerated in section three (3) of this Act, or of any employer who is not engaged in any such enterprises or businesses, but who has elected to provide and pay compensation for accidental injuries sustained by any employee arising out of and in the course of the employment according to the provisions of this Act, and whose election to continue under this Act, has not been nullified by any action of his employees as provided for in this Act. [Amended by Act approved June 25, 1917.]

Employer Responsibility Measure of Compensation Limits

Employee Examined Expense of Employer

Sec. 12. INJURED EMPLOYEE MUST SUBMIT TO EXAMINATION.] An employee entitled to receive disability payments shall be required, if requested by the employer, to submit himself, at the expense of the employer, for examination to a duly qualified medical practitioner or surgeon selected by the employer, at any time and place reasonably convenient for the employee, either within or without the State of Illinois, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for the purpose of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of this Act: Provided, an employer requesting such an examination, of an employee residing within the State of Illinois, shall pay in advance of the time fixed for the examination sufficient money to defray the necessary expense of travel by the most convenient means to and from the place of examination, and the cost of meals necessary during the trip, and if the examination or travel to and from the place of examination causes any loss of working time on the part of the employee, the employer shall reimburse him for such loss of wages upon the basis of his average daily wage. Provided, however, that such examination shall be made in the presence of a duly qualified medical practitioner or surgeon provided and paid for by the employee, if such employee so desires:

Time and Place

Employer to Defray Expenses of Employee

Employee May Have Own Physician Present

In all cases where the examination is made by a surgeon engaged by the employer, and the injured employee has no surgeon present at such examination, it shall be the duty of the surgeon making the examination at the instance of the employer to deliver to the injured employee, or his representative, a statement in writing of the condition and extent of the injury to the same extent that said surgeon reports to the employer and the same shall be an exact copy of that furnished to the employer, said copy to be furnished the employee, or his representative as soon as practicable but not later than forty-eight hours before the time the case is set for hearing. Such delivery shall be made in person either to the employee or his representative, or by registered mail to either, and the receipt of either shall be proof of such delivery. If such surgeon refuses to furnish the employee with such statement to the same extent as that furnished the employer, said surgeon shall not be permitted to testify at the hearing next following said examination. If the employee refuses so to submit himself to examination or unnecessarily obstructs the same, his right to compen-

Surgeon to Furnish Employee with Copy of Report

Examination Obstructed Compensation Suspended

sation payments shall be temporarily suspended until such examination shall have taken place, and no compensation shall be payable under this Act for such period. It shall be the duty of surgeons treating an injured employee who is likely to die, and treating him at the instance of the employer, to have called in another surgeon to be designated and paid for by either the injured employee or by the person or persons who would become his beneficiary or beneficiaries, to make an examination before the death of such injured employee.

Surgeon's Duty Employee Likely to Die

In all cases where the examination is made by a surgeon engaged by the injured employee, and the employer has no surgeon present at such examination, it shall be the duty of the surgeon making the examination at the instance of the employee, to deliver to the employer, or his representative, a statement in writing of the condition and extent of the injury to the same extent that said surgeon reports to the employee and the same shall be an exact copy of that furnished to the employee, said copy to be furnished the employer, or his representative, as soon as practicable but not later than forty-eight hours before the time the case is set for hearing. Such delivery shall be made in person either to the employer, or his representative, or by registered mail to either, and the receipt of either shall be proof of such delivery. If such surgeon refuses to furnish the employer with such statement to the same extent as that furnished the employee, said surgeon shall not be permitted to testify at the hearing next following said examination.

Employee's Surgeon to Furnish Employer with Copy of Report

Sec. 13. INDUSTRIAL BOARD CREATED—APPOINTMENT —TERM OF OFFICE.] (a) There is hereby created a board which shall be known as the Industrial Board to consist of five members to be appointed by the Governor, by and with the consent of the Senate, two of whom shall be representative citizens of the employing class operating under this Act, and two of whom shall be representative citizens of the class of employees operating under this Act, and one of whom shall be a representative citizen not identified with either the employing or employee classes and who shall be designated by the Governor as chairman. Appointment of members to places on the first board or to fill vacancies on said board may be made during recesses of the Senate, but shall be subject to confirmation by the Senate at the next ensuing session of the Legislature.

Industrial Board Created

(b) When there shall become effective the Act known as "The Civil Administrative Code of Illinois,"

Industrial Commission Under Civil Administrative Code

being an Act entitled, "An Act in relation to the civil administration of the State Government," there shall thereupon be vested in the Industrial Commission and the industrial officers thereof by said Act created, all of the power and duties vested in the Industrial Board by the Workmen's Compensation Act, and thereupon wherever in the Workmen's Compensation Act reference shall be made to the Industrial Board, the board or to any member thereof, it shall be construed as referring and shall apply to the said Industrial Commission, the said commission, and any industrial officer thereof, respectively. [Amended by Act approved June 25, 1917.]

Salaries of Commissioners

Sec. 14. SECRETARY—ASSISTANT SECRETARY—SECURITY SUPERVISOR—TRAVELING EXPENSES AND DISBURSEMENTS —SEAL—RECORDS—CERTIFIED COPIES.] The commission shall appoint a secretary, an assistant secretary and a security supervisor, and shall employe such assistants and clerical help as may be necessary.

Reimbursement Traveling Expense

The members of the commission, arbitrators and other employees whose duties require them to travel, shall have reimbursed to them their actual traveling expenses and disbursements made or incurred by them in the discharge of their official duties while away from their place of residence in the performance of their duties.

Seal

The commission shall provide itself with a seal for the authentication of its orders, awards and proceedings upon which shall be inscribed the name of the commission and the words "Illinois—Seal." The secretary or assistant secretary, under the direction of the industrial commission, shall have charge and custody of the seal of the commission and also charge and custody of all records, files, orders, proceedings, decisions, awards and other documents on file with the commission.

Duties of Secretary Prescribed

He shall furnish certified copies, under the seal of the commission, of any such records, files, orders, proceedings, decisions, awards and other documents on file with the commission as may be required. Certified copies so furnished by the secretary or assistant secretary shall be received in evidence before the commission or any arbitrator thereof, and in all courts, provided that the original of such certified copy is otherwise competent and admissible in evidence. The secretary or assistant secretary shall perform such other duties as may be prescribed from time to time by the commission.

Duties of Security Supervisor

The security supervisor, under the direction of the industrial commission, shall perform such duties as may be prescribed from time to time by the commission. [As amended by act approved June 29, 1945.]

Sec. 15. ADMINISTRATION OF ACT.] The industrial commission shall administer this act. [As amened by act approved June 3, 1943.]

Sec. 16. RULES AND ORDERS—DEPOSITIONS—SUBPOENAS—CONTEMPT—HOSPITAL RECORDS—STENOGRAPHERS—FIXING FEES AND CHARGES OF ATTORNEYS, PHYSICIANS, SURGEONS AND HOSPITALS.] The industrial commission shall make and publish rules and orders for carrying out the duties imposed upon it which rules and orders shall be deemed prima facie reasonable and valid; and the process and procedure before the commission shall be as simple and summary as reasonably may be. The commission upon application of either party may issue dedimus potestatem directed to a commissioner, notary public, justice of the peace or any other officer authorized by law to administer oaths, to take the depositions of such witness or witnesses as may be necessary in the judgment of such applicant. Such dedimus potestatem may issue to any of the officers aforesaid in any state or territory of the United States. When the deposition of any witness resident of a foreign country is desired to be taken, the dedimus shall be directed to and the deposition taken before a consul, vice consul or other authorized representative of the government of the United States of America, whose station is in the country where the witness whose deposition is to be taken resides; provided, that in countries where the government of the United States has no consul or other diplomatic representative, then depositions shall be taken through the appropriate judicial authority of that country; or where treaties provide for other methods of taking depositions, they may be taken as in such treaties provided. The commission may adopt rules to govern the issue of such dedimus potestatem. The commission, or any member thereof, or any arbitrator designated by the commission may administer oaths, subpoena and examine witnesses, issue subpoenas duces tecum requiring the production of such books, papers, records and documents as may be evidence of any matter under inquiry and examine and inspect the same and such places or premises as may relate to the question in dispute. The commission or any member thereof, or any arbitrator designated by the commission shall on written request of either party to the dispute, issue subpoenas for the attendance of such witnesses and production of such books, papers, records and documents as shall be designated in the applications, providing, however, that the parties applying for such subpoenas shall advance the officer and witness fees provided for in suits pending in the Circuit Court, except

as otherwise provided by Section 19a of this Act.[1] Service of such subpoenas shall be made by any sheriff or constable or other person. In case any person refuses to comply with an order of the commission or subpoenas issued by it or by any member thereof, or any arbitrator designated by the commission or to permit an inspection of places or premises, or to produce any books, papers, records, or documents, or any witness refuses to testify to any matter regarding which he may be lawfully interrogated, the County Court of the county in which said hearing or matter is pending, on application of any member of the commission or any arbitrator designated by the commission, shall compel obedience by attachment proceedings, as for contempt, as in a case of disobedience of the requirements of a subpoena from such court on a refusal to testify therein.

The records kept by a hospital, certified to as true and correct by the superintendent or other officer in charge, showing the medical and surgical treatment given an injured employee in such hospital, shall be admissible without any further proof as evidence of the medical and surgical matters stated therein, but shall not be conclusive proof of such matters.

The commission at its expense shall provide a stenographer to take the testimony and record of proceedings at the hearings before an arbitrator, committee of arbitration, or the commission, and said stenographer shall furnish a transcript of the testimony or proceedings to either party requesting it, upon payment to him therefor of ten cents per one hundred words for the original and eight cents per one hundred words for each copy of such transcript, except as otherwise provided by Section 19a of this Act.

The commission may determine the reasonableness and fix the amount of any fee of compensation charged by any person, including attorneys, physicians, surgeons and hospitals, for any service performed in connection with this Act, or for which payment is to be made or rendered in securing any right under this Act. [Amended by act approved June 3, 1943.]

Rules and Orders Procedure

Sec. 16. RULES AND ORDERS—PROCEDURE—POWERS.] The board shall make and publish rules and orders for carrying out the duties imposed upon it by law, which rules and orders shall be deemed prima facie reasonable and valid; and the process and procedure before the board shall be as simple and summary as reasonably may be. The board upon application of either party may issue dedimus postestatem directed to a commissioner, notary public, justice of the peace or

any other officer authorized by law to administer oaths, to take the depositions of such witness or witnesses as may be necessary in the judgment of such applicant. Such dedimus potestatem may issue to any of the officers aforesaid in any state or territory of the United States. When the deposition of any witness resident of a foreign country is desired to be taken, the dedimus shall be directed to and the deposition taken before a consul, vice consul or other authorized representative of the government of the United States of America, whose station is in the country where the witness whose deposition is to be taken resides; provided, that in countries where the government of the United States has no consul or other diplomatic representative, then depositions in such case shall be taken through the appropriate judicial authority of that country; or where treaties provide for other methods of taking depositions, then the same may be taken as in such treaties provided. The board shall have the power to adopt necessary rules to govern the issue of such dedimus potestatem. The board, or any member thereof, or any arbitrator designated by said board shall have the power to administer oaths, subpoena and examine witnesses; to issue subpoenas duces tecum, requiring the production of such books, papers, records and documents as may be evidence of any matter under inquiry, and to examine and inspect the same and such places or premises as may relate to the question in dispute. Said board, or any member thereof, or any arbitrator designated by said board, shall on written request of either party to the dispute, issue subpeonas for the attendance of such witnesses and production of such books, papers, records and documents as shall be designated in said applications, providing, however, that the parties applying for such subpeona shall advance the officer and witness fees provided for in suits pending in the Circuit Court, except as otherwise provided by Section 19a of this Act.[1] Service of such subpoena shall be made by any sheriff or constable or other person. In case any person refuses to comply with an order of the board or subpeonas issued by it or by any member thereof, or any arbitrator designated by said board or to permit an inspection of places or premises, or to produce any books, papers, records, or documents, or any witness refuses to testify to any matters regarding which he may be lawfully interrogated, the County Court of the county in which said hearing or matter is pending, on application of any

Dedimus Potestatem

Depositions

Deposition In Foreign Country

Powers of Board

Subpoenas

Refusing to Comply with Order

Contempt How Punished

member of the board or any arbitrator designated by the board, shall compel obedience by attachment proceedings, as for contempt, as in a case of disobedience of the requirements of a subpoena from such court on a refusal to testify therein.

Hospital Records Admissible as Evidence

The records kept by a hospital, certified to as true and correct by the superintendent or other officer in charge, showing the medical and surgical treatment given an injured employee in such hospital, shall be admissible without any further proof as evidence of the medical and surgical matters stated therein, but shall not be conclusive proof of such matters.

Provision for Stenographers—Court Reporters

The Board at its expense shall provide an official court reporter to take the testimony and record of proceedings at the hearings before Arbitrator, committee of arbitration, or the board, who shall furnish a transcript of such testimony or proceedings to either party requesting it, upon payment to him therefor of fourteen cents per one hundred words for the original and ten cents per one hundred words for each copy of such transcript, except as otherwise provided by Section 19a of this Act.

Power to Fix Fees

The board shall have the power to determine the reasonableness and fix the amount of any fee of compensation charged by any person, including attorneys, physicians, surgeons and hospitals, for any service performed in connection with this Act, or for which payment is to be made under this Act or rendered in securing any right under this act. [Amended by act approved July 15, 1943.]

Blank Forms

Sec. 17. BLANK FORMS—RECORDS—DESTROYING OLD PAPERS.] The Industrial Commission shall cause to be printed and furnish free of charge upon request by any employer or employee such blank forms as may facilitate or promote efficient administration and the performance of the duties of the commission; it shall provide a proper record in which shall be entered and indexed the name of any employer who shall file a notice of declination or withdrawal under this act, and the date of the filing thereof; and a proper record in which shall be entered and indexed the name of any employee who shall file such notice of declination or withdrawal, and the date of the filing thereof; and such other notices as may be required by this act; and records in which shall be recorded all proceedings, orders and awards had or made by the commission or by the arbitration committees, and such other books or records as it shall deem necessary, all such records to be kept in the office of the commission. The commission may destroy all papers and documents

Records

Books

Commission May Destroy Files

which have been on file for more than five years where there is no claim for compensation pending, or where more than two years have elapsed since the termination of the compensation period. [As amended by act approved June 3, 1943.]

Questions Determined by Board

Sec. 18. QUESTIONS DETERMINED BY INDUSTRIAL BOARD.] All questions arising under this Act, if not settled by agreement of the parties interested therein, shall, except as otherwise provided, be determined by the industrial commission. [As amended by act approved June 3, 1943.]

Disputed Questions of Law or Fact

Sec. 19. DISPUTED QUESTIONS OF LAW OR FACT — COMMITTEE OF ARBITRATION — DECISION — PETITION FOR REVIEW — PHYSICIAN — DECISION OF INDUSTRIAL BOARD — REVIEW BY CIRCUIT COURT — CIRCUIT COURT TO RENDER JUDGMENT—REVIEW AFTER AWARD—ADDRESS TO BE FILED —NOTICE—WRIT OF ERROR TO SUPREME COURT.] Any disputed questions of law or fact shall be determined as herein provided.

Arbitrator Designated

(a) It shall be the duty of the industrial commission upon notification that the parties have failed to reach an agreement, to designate an arbitrator; provided, that if the compensation claimed is for a partial permanent or total permanent incapacity or for death, then the dispute may, at the election of either party, be determined by the committee of arbitration, which election for determination by a committee shall be made by petitioner filing with the commission his election in writing with his petition or by the other party filing with the commission his election in writing within five days of notice to him of the filing of the petition, and thereupon, it shall be the duty of the industrial commission upon either of the parties having filed their election for a committee of arbitration as above provided, to notify both parties to appoint their respective respresentatives on the committee of arbitration. The commission shall designate an arbitrator to act as chairman, and if either party fails to appoint its members on the committee within seven days after notification as above provided, the commission shall appoint a person to fill the vacancy and notify the parties to that effect. The party filing his election for a committee of arbitration shall with his election, except as otherwise provided by Section 19a of this Act,[1] deposit with the commission the sum of twenty dollars, to be paid by the commission to the arbitrators selected by the parties as compensation for their services as arbitrators and upon

Dispute

Designation of Committee Arbitration

Expenses Arbitration Committee

a failure to deposit as aforesaid, the election shall be void and the determination shall be by an arbitrator designated by the commission. The members of the committee of arbitration appointed by either of the parties or one appointed by the commission to fill a vacancy by reason of the failure of one of the parties to appoint, shall not be a member of the commission or an employee thereof.

Arbitration

(b) The arbitrator or committee of arbitration shall make such inquiries and investigations as he or they shall deem necessary and may examine and inspect all books, papers, records, places, or premises relating to the questions in dispute and hear such proper evidence as the parties may submit. The hearings before the arbitrator or committee of arbitration shall be held in the vicinity where the injury occurred, after ten days' notice of the time and place of such hearing shall have been given to each of the parties or their attorneys of record. The arbitrator or committee of arbitration may find that the disabling condition is temporary and has not yet reached a permanent condition and may order the payment of compensation up to the date of the hearing, which award shall be reviewable and enforceable in the same manner as other awards, and in no instance be a bar to a further hearing and determination of a further amount of temporary total compensation or of compensation for permanent disability, but shall be conclusive as to all other questions except the nature and extent of said disability. The decision of the arbitrator or committee of arbitration shall be filed with the industrial commission, which commission shall immediately send to each party or his attorney a copy of such decision, together with a notification of the time when it was filed, and unless a petition for review is filed by either party within fifteen days after the receipt by said party of the copy of said decision and notification of time when filed, and unless such party petitioning for a review shall within twenty days after the receipt by him of the copy of said decision, file with the commission either an agreed statement of the facts appearing upon the hearing before the arbitrator or committee of arbitration, or if such party shall so elect, a correct transcript of evidence of the proceedings at such hearings, then the decision shall become the decision of the industrial commission and in the absence of fraud shall be conclusive: Provided, that such industrial commission or any member thereof may grant further time

Hearings

Notice

Award Where Temporary Disability Not Ended

Decision

Review Time for

Statement of Facts or Transcript of Evidence Filing

Fraud

Extension of Time

not exceeding thirty days, in which to petition for such review or to file such agreed statement or transcript of evidence. Such agreed statement of facts or correct transcript of evidence, as the case may be, shall be authenticated by the signatures of the parties or their attorneys, and in the event they do not agree as to the correctness of the transcript of evidence it shall be authenticated by the signature of the arbitrator designated by the commission.

Commission May Appoint Physician

(c) The industrial commission may appoint, at its own expense, a duly qualified, impartial physician to examine the injured employee and report to the commission. The fee for this service shall not exceed five dollars and traveling expenses, but the commission may allow additional reasonable amounts in extraordinary cases.

Fees for Services

The fees and the payment thereof of all attorneys and physicians for services authorized by the commission under this Act shall, upon request of either the employer or the employee or the beneficiary affected, be subject to the review and decision of the industrial commission.

Refusal to Submit to Medical Treatment

(d) If any employee shall persist in insanitary or injurious practices which tend to either imperil or retard his recovery or shall refuse to submit to such medical, surgical, or hospital treatment as is reasonably essential to promote his recovery, the commission may, in its discretion, reduce or suspend the compensation of any such injured employee.

Compensation Suspended

Review by Commission

(e) If a petition for review and agreed statement of facts or transcript of evidence is filed, as provided herein, the industrial commission shall promptly review the decision of the arbitrator or committee of arbitration and all questions of law or fact which appear from the said statement of facts or transcript of evidence, and such additional evidence as the parties may submit. After such hearing upon review, the commission shall file in its office its decision thereon, and shall immediately send to each party or his attorney a copy of such decision and a notification of the time when it was filed.

Additional Evidence

Hearing on Review

Such review and hearing may be held in its office or elsewhere as the commission may deem advisable: Provided, that the taking of testimony on such hearing may be had before any member of the commission and in the event either of the parties may desire an argument before others of the commission, such argument may be had upon written demand therefor filed with the

commissioner at least five days before the date of the hearing, in which event such argument shall be had before not less than a majority of the commission: Provided, that the commission shall give ten days' notice to the parties or their attorneys of the time and place of such taking of testimony and of such argument.

Oral Argument

Special Findings

In any case the commission in its decision may in its discretion find specially upon any question or questions of law or fact which shall be submitted in writing by either party, whether ultimate or otherwise. Any party may, within twenty days after receipt of notice of the commission's decision, or within such further time, not exceeding thirty days, as the commission may grant, file with the commission either an agreed statement of the facts appearing upon the hearing, or, if such party shall so elect, a correct transcript of evidence of the additional proceedings presented before the commission, in which report the party may embody a correct statement of such other proceedings in the case as such party may desire to have reviewed, such statement of facts or transcript of evidence to be authenticated by the signature of the parties or their attorneys, and in the event that they do not agree, then the authentication of such transcript of evidence shall be by the signature of any member of the commission. If a reporter does not for any reason furnish a transcript of the proceedings before the arbitrator in any case for use on a hearing for review before the industrial commission, within the limitations of time as fixed in this section, the industrial commission may, in its discretion, order a trial *de novo* before the industrial commission in such case upon application of either party. The applications for adjustment of claim and other documents in the nature of pleadings filed by either party, together with the decisions of the arbitrator and of the industrial commission and the statement of facts or transcripts of evidence hereinbefore provided for in paragraphs (b) and (c) shall be the record of the proceedings of said commission, and shall be subject to review as hereinafter provided.

Transcript of Evidence

Authentication

Trial De Novo

What Constitutes Record of Proceedings

Decision Conclusive

(f) The decision of the industrial commission acting within its powers, according to the provisions of paragraph (e) of this section shall, in the absence of fraud, be conclusive unless reviewed as in this paragraph hereinafter provided: Provided, however, that the arbitrator or the commission may on his or its own motion, or on the motion of either party, correct any clerical error or errors in computation within fifteen days after the date of any award by such arbitrator or

Correction of Clerical Errors in Award or Decision

any decision on review of the commission, and shall have the power to recall the original award on arbitration or decision on review, and issue in lieu thereof such corrected award or decision. Where such correction is made the time for appeal or review herein specified shall begin to run from the date of the receipt of the corrected award or decision.

Circuit or City Court Review Law and Fact

(1) The Circuit Court of the county and the City Court of the City, if it has more than twenty-five thousand (25,000) inhabitants, where any of the parties defendant may be found shall by writ of certiorari to the industrial commission have power to review all questions of law and fact presented by such record.

Writ of Certiorari Issued

Time

Such suit by writ of certiorari shall be commenced within twenty days of the receipt of notice of the decision of the commission. Such writ of certiorari and writ of scire facias shall be issued by the clerk of such court upon praecipe returnable on a designated return day, not less than ten or more than sixty days from the date of issuance thereof, and the praecipe shall contain the last known address of other parties in interest and their attorneys of record who are to be served by scire facias. Service upon any member of the industrial commission or the secretary or the assistant secretary thereof shall be service upon the commission, and service upon other parties in interest and their attorneys of record shall be by scire facias, and such service shall be made upon said commission and other parties in interest by mailing notices of the commencement of the proceedings and the return day of the writ to the office of the said commission and to the last known place of residence of other parties in interest or their attorney or attorneys of record. The clerk of the court issuing the writ of scire facias shall on the day of issue mail notice of the commencement of the proceedings which shall be done by mailing a copy of the writ of certiorari to the office of the industrial commission, and a copy of the writ of scire facias to the other parties in interest or their attorney or attorneys of record, and the clerk of said court shall make certificate that he has so sent said notices in pursuance of this section, which shall be evidence of service on the commission and other parties in interest.

Address Parties In Interest

Mailing Notice

Clerk of Circuit or City Court Mail Notices Commission Parties In Interest

Clerk's Certificate

Record of Proceedings

The industrial commission shall not be required to certify the record of their proceedings to the Circuit or City Court, unless the party commencing the proceedings for review in the Circuit or City Court as above provided, shall pay to the commission the sum of four-

Certification on Payment of Costs

teen cents per one hundred words of testimony taken before said commission, and eight cents per one hundred words of all other matters contained in such record, except as otherwise provided by Section 19a of this Act, and it shall be the duty of the commission upon such payment, or failure to pay as permitted under Section 19a of this Act, to prepare a true and correct typewritten copy of such testimony and a true and correct copy of all other matters contained in such record and certified to by the secretary thereof.

Commission Determine Cost of Record

In its decision on review the industrial commission shall determine in each particular case the amount of the probable cost of the record to be filed as a return to the writ of certiorari in that case and no praecipe for a writ of certiorari may be filed and no writ of certiorari shall issue unless the party seeking to review the decision of

Issue Receipt

the industrial commission shall exhibit to the clerk of the said Circuit or City Court a receipt showing payment of the sums so determined to the secretary of the industrial commission, except as otherwise provided by Section 19a of this Act.

Certiorari Bond

(2) No such writ of certiorari shall issue unless the one against whom the industrial commission shall have rendered an award for the payment of money shall upon the filing of his praecipe for such writ file with the clerk of said court a bond conditioned that if he shall not successfully prosecute said writ, he will pay the said award and the costs of the proceedings in said court. The amount of the bond shall be fixed by any member of the industrial commission and the surety or sureties of said bond shall be approved by the clerk of said court.

The State and every county, city, town, township, incorporated village, school district, body politic or municipal corporation having a population of five hundred thousand or more against whom the industrial commission shall have rendered an award for the payment of money shall not be required to file a bond to secure the payment of said award and the costs of the proceedings in said court to authorize said court to issue such writ of certiorari.

Confirming Setting Aside Decision

The court may confirm or set aside the decision of the industrial commission. If the decision is set aside and the facts found in the proceedings before the commission are sufficient, the court may enter such decision

Remanding

as is justified by law, or may remand the cause to the industrial commission for further proceedings and may state the questions requiring further hearing, and give such other instructions as may be proper.

Judgments and orders of the Circuit or City Court under this Act shall be reviewed only by the Supreme Court upon a writ of error which the Supreme Court in its discretion may order to issue, if applied for within sixty days after the rendition of the Circuit or City Court judgment or order sought to be reviewed. The writ of error when issued shall operate as a supersedeas.

Judgments Review Writ of Error

Time to Sue Out Writ

Supersedeas

The bond filed with the praecipe for the writ of certiorari as provided in this paragraph shall operate as a stay of judgment or order of the Circuit or City Court until the time shall have passed within which an application for a writ of error can be made, and until the Supreme Court has acted upon the application for a writ of error, if such application is made.

Bond Judgment Stay

It shall be the duty of the clerk of any court rendering a decision affecting or affirming an award of the commission to promptly furnish the commission with a copy of such decision, without charge.

Court Decisions to be Furnished to Commission

The decision of a majority of the members of the committee of arbitration or of the industrial commission, shall be considered the decision of such committee or commission, respectively.

Decision of Majority of Commission

(g) Either party may present a certified copy of the award of the arbitrator, or a certified copy of the decision of the industrial commission when the same has become final, when no proceedings for review are pending, providing for the payment of compensation according to this Act, to the Circuit Court of the county or to the City Court of the City in which such accident occurred or either of the parties are residents, whereupon said court shall render a judgment in accordance therewith; and in case where the employer refuses to pay compensation according to such final award or such final decision upon which such judgment is entered, the court shall in entering judgment thereon, tax as costs against him the reasonable costs and attorney fees in the arbitration proceedings and in the court entering the judgment for the person in whose favor the judgment is entered, which judgment and costs taxed as herein provided shall, until and unless set aside, have the same effect as though duly rendered in an action duly tried and determined by said court, and shall with like effect, be entered and docketed. The Circuit or City Court shall have power at any time upon application to make any such judgment conform to any modification required by any subsequent decision of the Supreme Court upon appeal, or as the result of any subsequent proceedings for review, as provided in this Act.

Judgment on Award

Costs

Attorney's Fees

Judgment Modification

Notice Required for Judgment

Judgment shall not be entered until fifteen days' notice of the time and place of the application for the entry of judgment shall be served upon the employer by filing such notice with the industrial commission, which commission shall, in case it has on file the address of the employer or the name and address of its agent upon whom notices may be served, immediately send a copy of the notice to the employer or such designated agent.

Review of Agreement or Award if Disability Recurs, Increases, Diminishes or Ends

(h) An agreement or award under this Act providing for compensation in installments, may at any time within eighteen months after such agreement or award be reviewed by the industrial commission at the request of either the employer or the employee, on the ground that the disability of the employee has subsequently recurred, increased, diminished or ended; and on such review compensation payments may be re-established, increased, diminished or ended: Provided that the commission shall give fifteen days' notice to the parties of the hearing for review: And, provided, further, any employee, upon any petition for such review being filed by the employer, shall be entitled to one day's notice for each one hundred miles necessary to be traveled by him in attending the hearing of the commission upon said petition, and three days in addition thereto, and such employee shall, at the discretion of the commission, also be entitled to five cents per mile necessarily traveled by him within the State of Illinois in attending such hearing, not to exceed a distance of 300 miles, to be taxed by the commission as costs and deposited with the petition of the employer: Provided, further, that when compensation which is payable in accordance with an award or settlement contract approved by the industrial commission, is ordered paid in a lump sum by the commission, no review shall be had as in this paragraph mentioned.

Notice of Hearing

Fee for Travel

Award, Settlement Contract Paid in Lump Sum Not Reviewable Under This Section

Address Filed

(i) Each party, upon taking any proceedings or steps whatsoever before any arbitrator, committee of arbitration, industrial commission or court, shall file with the industrial commission his address, or the name and address of any agent upon whom all notices to be given to such party shall be served, either personally or by registered mail, addressed to such party or agent at the last address so filed with the industrial commission: Provided, that in the event such party has not filed his address, or the name and address of an agent, as above provided, service of any notice may be had by filing such notice with the industrial commission.

Service of Notice

Death of Employee

(j) Whenever in any proceeding testimony has been taken or a final decision has been rendered, and after the taking of such testimony or after such decision

has become final, the injured employee dies, then in any subsequent proceeding brought by the personal representative or beneficiaries of the deceased employee, such testimony in the former proceeding may be introduced with the same force and effect as though the witness having so testified were present in person in such subsequent proceedings and such final decision, if any, shall be taken as final adjudication of any of the issues which are the same in both proceedings.

Testimony on Former Hearing

(k) In any case where there has been any unreasonable or vexatious delay of payment or intentional underpayment of compensation, or proceedings have been instituted or carried on by the one liable to pay the compensation, which do not present a real controversy, but are merely frivolous or for delay, then the commission may award compensation additional to that otherwise payable under this Act equal to fifty percentum of the amount payable at the time of such award. Failure to pay compensation in accordance with the provisions of Section 8, paragraph (i) of this Act, shall be considered unreasonable delay. [As amended by act approved July 15, 1943.]

Additional Compensation Where Delay or Intentional Underpayment

What Considered Unreasonable Delay

Sec. 19a. If the Commission shall, before or after any hearing, proceeding, or review to any court, be satisfied that the employee is a poor person, and unable to pay the costs and expenses provided for by this Act, the Commission shall permit such poor person to have all the rights and remedies provided by this Act, including the issuance and service of subpoenas; a transcript of testimony and the record of proceedings at hearings before an arbitrator, committee of arbitration, or the board; the right to elect for a committee of arbitration; the right to have the record of proceedings certified to the circuit court; the right to the filing of a praecipe for a writ of certiorari; and the right to the issuance of a writ of certiorari, without the filing of a bond for costs and without the payment of any of the costs provided for by this act; provided that the commission shall not be required to furnish photostatic copies of exhibits unless the cost thereof shall have been deposited with the Commission; provided, further, that if an award is granted to such employee, or settlement is made, the costs and expenses chargeable to said employee as provided for by this Act shall be paid by the employer out of the award herein granted, or settlement, before any of the balance of said award or settlement shall be paid to the employee. Approved July 15, 1943.

Reports Bulletins

Sec. 20. ANNUAL REPORT TO GOVERNOR.] The Industrial Commission shall report in writing to the Governor on the 30th day of June, annually, the details and results of its administration of this Act, and may prepare and issue such special bulletins and reports from time to time as may seem advisable. [As amended by act approved June 3, 1943.]

Award Non-Assignable

Award to Have Preference Over Unsecured Debts

Sec. 21. AWARD NOT SUBJECT TO LIEN — DEATH.] No payment, claim, award or decision under this Act shall be assignable or subject to any lien, attachment or garnishment, or be held liable in any way for any lien, debt, penalty or damages. And the compensation allowed by any award or decision of the commission shall be entitled to a preference over the unsecured debts of the employer, wages excepted, contracted after the date of the injury to an employee. A decision or award of the Industrial Commission against an employer for compensation under this Act, or a written agreement by an employer to pay such compensation shall, upon the filing of a certified copy of the decision or said agreement, as the case may be, with the recorder of deeds of the county, constitute a lien upon all property of the employer within said county, paramount to all other claims or liens, except mortgages, trust deeds, or for wages or taxes, and such liens may be enforced in the manner provided for the foreclosure of mortgages under the laws of this State. Any right to receive compensation hereunder shall be extinguished by the death of the person or persons entitled thereto, subject to the provisions of this Act relative to compensation for death received in the course of employment, and subject to the provisions of paragraph (e) of section 8 of this Act relative to specific loss: Provided, that upon the death of a beneficiary, who is receiving compensation provided for in section 7, leaving surviving a parent, sister or brother of the deceased employee, at the time of his death dependent upon him for support, who were receiving from such beneficiary a contribution to support, then that proportion of the compensation of the beneficiary which would have been paid but for the death of the beneficiary, but in no event exceeding said unpaid compensation, which the contribution of the beneficiary to the dependent's support within one year prior to the death of the beneficiary bears to the compensation of the beneficiary within that year, shall be continued for the benefit of such dependents, notwithstanding the death of the beneficiary. [Amended by Act approved June 10, 1929.]

Decision Recorded

Lien

Compensation Extinguished Beneficiary Death

Contract Fraudulent

Sec. 22. CONTRACT WITHIN SEVEN DAYS AFTER INJURY PRESUMED FRAUDULENT.] Any contract or agreement made by any employer or his agent or attorney with any employee or any other beneficiary of any claim under the provisions of this Act within seven days after the injury shall be presumed to be fraudulent.

Provisions Waiver

Sec. 23. WAIVER OF PROVISIONS MUST BE APPROVED BY INDUSTRIAL BOARD.] No employee, personal representative, or beneficiary shall have power to waive any of the provisions of this Act in regard to the amount of compensation which may be payable to such employee, personal representative or beneficiary hereunder except after approval by the Industrial Commission.

A minor death beneficiary, by parent or grandparent as next friend, may compromise disputes and may enter into and submit a settlement contract or lump sum petition, and upon approval by the Industrial Commission such settlement contract or lump sum order shall have the same force and effect as though such minor had been an adult.

Notice of Accident

Sec. 24. NOTICE OF ACCIDENT—LIMIT OF TIME FOR FILING CLAIM.] No proceedings for compensation under this Act shall be maintained unless notice of the accident has been given to the employer as soon as practicable, but not later than thirty days after the accident, except in cases of hernia, in which cases notice shall be given the employer within fifteen days after the accident. In case of mental incapacity of the employee or any dependents of a deceased employee who may be entitled to compensation under the provisions of this Act, the limitations of time by this Act provided shall not begin to run against said mental incompetents until a conservator or guardian has been appointed: Provided that where such limitation bars an adult mentally competent member of a class of beneficiaries entitled to receive compensation for death, such limitation shall then bar all beneficiaries notwithstanding that another or others be mentally or otherwise incapacitated or incompetent. No defect or inaccuracy of such notice shall be a bar to the maintenance of proceedings of arbitration or otherwise by the employee unless the employer proves that he is unduly prejudiced in such proceedings by such defect or inaccuracy. Notice of the accident shall give the approximate date and place of the accident, if known, and may be given orally or in writing; provided, no proceedings for compensation under this Act shall be maintained unless claim for compensation has been made within six months after the accident, Provided, that in any case, unless application for compensation is filed

Notice of Hernia

Mental Incapacity

Inaccuracy

Notice Oral or Written

Claim for Compensation Within Six Months

with the Industrial Commission within one year after the date of the accident, where no compensation has been paid, or within one year after the date of the last payment of compensation, where any has been paid, the right to file such application shall be barred; Provided, further, that if the accidental injury results in death within said year, application for compensation for death may be filed with the Industrial Commission within one year after the date of death, but not thereafter.

Barred Unless Claim Filed with Commission

Liability Relief From

Sec. 25. How employer may be relieved of liability for compensation.] Any employer against whom liability may exist for compensation under this Act shall upon the order and direction of the industrial commission:

Depositing Compensation

(a) Deposit the commuted value of the total unpaid compensation for which such liability exists, computed at three percentum per annum in the same manner as provided in section 9, with the State Treasurer, or county treasurer in the county where the accident happened, or with any State or National bank or trust company doing business in this State, or in some other suitable depository approved by the industrial commission: Provided, that any such depository to which such compensation may be paid, shall pay the same out in installments as in this Act provided, unless such sum is ordered paid in, and is commuted to a lump sum payment in accordance with the provisions of this Act; or

Annuity

(b) Purchase an annuity, in an amount of compensation due or computed, under this Act within the limitation provided by law in any insurance company granting annuities and licensed or permitted to do business in this State which may be designated by the employer or the industrial commission. [Amended by Act approved June 29, 1921.]

Provisions to Pay

Sec. 26. Provisions to be made by employer electing to pay compensation — approval of industrial board—when provision not made or not approved—insurance liability—failure to comply.] (a) Any employer who shall come within the provisions of section 3 of this Act, and any other employer who shall elect to provide and pay the compensation provided for in this Act shall:

Statement

(1) File with the commission a sworn statement showing his financial ability to pay the compensation provided for in this Act, the affidavit to which statement shall be signed and sworn to by the president or vice president and secretary or assistant secretary of said employer if it be a corporation, or by all of the partners

if it be a co-partnership, or by the owner if it be neither a co-partnership nor a corporation.

If any such employer fails to file such a sworn statement, or if the sworn statement of any such employer does not satisfy the commission of the financial ability of the employer who has filed it, the commission shall require such employer to,

Furnishing Security Insuring

(2) Furnish security, indemnity or a bond guaranteeing the payment by the employer of the compensation provided for in this Act, or

Compensation Insurance

(3) Insure his entire liability to pay such compensation in some insurance carrier authorized, licensed, or permitted to do such insurance business in this State; all policies of such insurance carriers insuring the payment of compensation under this Act shall cover all the employees and the entire compensation liability of the insured, and any provision in such policy, or in any endorsement attached thereto, attempting to limit or modify in any way, the liability of the insurance carriers issuing the same shall be wholly void; provided, that nothing herein contained shall apply to policies of excess liability carriage secured by employers who have qualified under subparagraphs 1 or 2 of paragraph (a) of this section, or

Policy Shall Cover Entire Compensation Liability

Alternative

(4) Make some other provision, satisfactory to the industrial commission, for the securing of the payment of compensation provided for in this Act, and

File Evidence of Compliance

(5) Upon becoming subject to this Act and thereafter as often as the commission may in writing demand, file with the commission in form prescribed by it evidence of his compliance with the provisions of this section.

Approval by Commission

(b) The sworn statement of financial ability, or security, indemnity or bond, or amount of insurance, or other provisions, filed, furnished, carried, or made by the employer, as the case may be, shall be subject to the approval of the commission, upon the approval of which, the commission shall send to the employer written notice of its approval thereof. A certificate of compliance with the provisions of subparagraphs 2 and 3 of paragraph (a) of this section shall within five days after the effective date of said policy be delivered by the insurance carrier to the industrial commission. Said policy shall remain in full force and effect until ten days after receipt by the industrial commission of notice of its cancellation or expiration and shall cover all compensation liability occurring during said time.

Delivery of Certificate of Compliance

Notice of Cancellation of Policy

(c) Whenever the industrial commission shall find

Insurer Insolvent

Delay and Unfairness

Commission May Order Discontinuance of Business

Orders of Commission Subject to Review

Non-Compliance

Penalty

Attorney General to Prosecute

that any corporation, company, association, aggregation of individuals, reciprocal or interinsurers exchange, or other insurer affecting workmen's compensation insurance in this State shall be insolvent, financially unsound, or unable to fully meet all payments and liabilities assumed or to be assumed for compensation insurance in this State, or shall practice a policy of delay or unfairness toward employees in the adjustment, settlement, or payment of benefits due such employees, the said industrial commission may after reasonable notice and hearing order and direct that such corporation, company, association, aggregation of individuals, reciprocal or interinsurers exchange, or insurer, shall from and after a date fixed in such order discontinue the writing of any such workmen's compensation insurance in this State. Subject to such modification of said order as the commission may later make on review of said order, as herein provided, it shall thereupon be unlawful for any such corporation, company, association, aggregation of individuals, reciprocal or interinsurers exchange, or insurer to effect any workmen's compensation insurance in this State. All orders made by the industrial commission under this section shall be subject to review by the courts, said review to be taken in the same manner and within the same time as provided by section 19 of this Act for review of awards and decisions of the industrial commission, upon the party seeking said review filing with the clerk of the court to which said review is taken a bond in an amount to be fixed and approved by the judge of the court to which said review is taken, conditioned upon the payment of all compensation awarded against said person taking said review pending a decision thereof, provided that upon said review the Circuit Court shall have power to review all questions of fact as well as of law: Provided, that the penalty hereinafter provided for in this paragraph shall not attach and shall not begin to run until the final determination of the order of the commission.

(d) The failure or neglect of an employer to comply with any of the provisions of paragraph (a) of this section shall be deemed a misdemeanor punishable by a fine of not less than one hundred dollars nor more than five hundred dollars, for each day of such refusal or neglect until the same ceases. Each day of such refusal or neglect shall constitute a separate offense.

In all prosecutions under this section the venue may be in any county wherein said employer or insurance carrier has property or maintains a principal office. Upon the failure or refusal of any employer or insurance carrier to comply with the orders of the industrial com-

mission under this section, or the order of the court on review after final adjudication, it shall be the duty of the industrial commission to immediately report said failure or refusal to the Attorney General and it shall be the duty of said Attorney General within thirty days after receipt of said notice, to institute prosecutions and promptly prosecute all reported violations of this section.

Existing Insurance

Sec. 27. NOT AFFECT CONTINUANCE OF ANY EXISTING INSURANCE, ETC.—NOT PREVENT EMPLOYER FROM INSURING—EMPLOYEE MAY INSURE FOR ADDITIONAL BENEFITS.] (a) This Act shall not affect or disturb the continuance of any existing insurance, mutual aid, benefit, or relief association or department, whether maintained in whole or in part by the employer or whether maintained by the employees, the payment of benefits of such association or department being guaranteed by the employer or by some person, firm or corporation for him: Provided, the employer contributes to such association or department an amount not less than the full compensation herein provided, exclusive of the cost of the maintenance of such association or department and without any expense to the employee. This Act shall not prevent the organization and maintaining under the insurance laws of this State of any benefit or insurance company for the purpose of insuring against the compensation provided for in this Act, the expense of which is maintained by the employer. This Act shall not prevent the organization or maintaining under the insurance laws of this State of any voluntary mutual aid, benefit or relief association among employees for the payment of additional accident or sick benefits.

Mutual Benefit Society

Insurer Can Not Discontinue

(b) No existing insurance, mutual aid, benefit or relief association or department shall, by reason of anything herein contained, be authorized to discontinue its operation without first discharging its obligations to any and all persons carrying insurance in the same or entitled to relief or benefits therein.

(c) Any contract, oral, written or implied, of employment providing for relief benefit, or insurance or any other device whereby the employee is required to pay any premium or premiums for insurance against the compensation provided for in this Act shall be null and void, and any employer withholding from the wages of any employee any amount for the purpose of paying any such premium shall be guilty of a misdemeanor and punishable by a fine of not less than ten dollars nor more than one thousand dollars, or imprisonment in the county jail for not more than six months, or both, in the discretion of the court.

Wages Withheld for Premium

Carrier Liability

Sec. 28. WHEN INSURANCE CARRIER BECOMES PRIMARILY LIABLE.] In the event the employer does not pay the compensation for which he is liable, then an insurance company, association or insurer which may have insured such employer against such liability shall become primarily liable to pay to the employee, his personal representative or beneficiary the compensation required by the provisions of this Act to be paid by such employer.. The insurance carrier may be made a party to the proceedings to which the employer is a party and an award may be entered jointly against the employer and the insurance carrier.

Joint Award

Third Person

Sec. 29. WHERE INJURY CAUSED UNDER CIRCUMSTANCES CREATING A LEGAL LIABILITY IN SOME PERSON OTHER THAN THE EMPLOYER.] Where an injury or death for which compensation is payable by the employer under this Act was not proximately caused by the negligence of the employer or his employees, and was caused under circumstances creating a legal liability for damages in some person other than the employer to pay damages, such other person having also elected to be bound by this Act, or being bound thereby under section three (3) of this Act, then the right of the employee or personal representative to recover against such other person shall be transferred to his employer and such employer may bring legal proceedings against such other person to recover the damages sustained, in an amount not exceeding the aggregate amount of compensation payable under this Act, by reason of the injury or death of such employee.

Injury by

Subrogation

Third Person Not Under Act

Where the injury or death for which compensation is payable under this Act was not proximately caused by the negligence of the employer or his employees and was caused under circumstances creating a legal liability for damages on the part of some person other than the employer to pay damages, such other person having elected not to be bound by this Act, then legal proceedings may be taken against such other person to recover damages notwithstanding such employer's payment of or liability to pay compensation under this Act. In such case, however, if the action against such other person is brought by the injured employee or his personal representative and judgment is obtained and paid, or settlement is made with such other person, either with or without suit, then from the amount received by such employee or personal representative there shall be paid to the employer the amount of compensation paid or to be paid by him to such employee or personal representative.

If the injured employee or his personal representa-

tive shall agree to receive compensation from the employer or accept from the employer any payment on account of such compensation, or to institute proceedings to recover the same, the said employer may have or claim a lien upon any award, judgment or fund out of which such employee might be compensated from such third party.

In such actions brought by the employee or his personal representative, he shall forthwith notify his employer by personal service or registered mail, of such fact and of the name of the court in which such suit is brought, filing proof thereof in such action. The employer may, at any time thereafter join in said action upon his motion so that all orders of court after hearing and judgment shall be made for his protection. No release or settlement of claim for damages by reason of such injury or death, and no satisfaction of judgment in such proceedings, shall be valid without the written consent of both employer and employee or his personal representative, except in the case of the employers, such consent shall not be required where said employer has been fully indemnified or protected by Court order.

In the event the said employee or his personal representative shall fail to institute a proceeding against such third person at any time prior to three months before said action would be barred at law said employer may in his own name, or in the name of the employee, or his personal representative, commence a proceeding against such other person for the recovery of damages on account of such injury or death to the employee, and out of any amount recovered the employer shall pay over to the injured employee or his personal representative all sums collected from such other person by judgment or otherwise in excess of the amount of such compensation paid or to be paid under this Act, and costs, attorney's fees and reasonable expenses as may be incurred by such employer in making such collection or in enforcing such liability.

Subrogation

Accident Report

Sec. 30. Every employer subject to this act shall send to the Industrial Commission in writing an immediate report of all accidental injuries arising out of and in the course of the employment and resulting in death. Every such employer shall also report between the 15th and the 25th of each month to the Industrial Commission all accidental injuries for which compensation has been paid under this Act, which injuries entail a loss to the employee of more than one week's time, and in case the

Disability

Report as to Compensation

injury results in permanent disability, a further report shall be made as soon as it is determined that such permanent disability has resulted or will result from such injury. All reports shall state the date of the injury, including the time of day or night, the nature of the employer's business, the name, address, the age, sex, conjugal condition of the injured person, the specific occupation of the injured person, the direct cause of the injury and the nature of the accident, the character of the injury, the length of disability, and, in case of death, the length of disability before death, the wages of the injured person, whether compensation has been paid to the injured person, or to his legal representatives or his heirs or next of kin, the amount of compensation paid, the amount paid for physicians', surgeons' and hospital bills, and by whom paid, and the amount paid for funeral or burial expenses, if known. The making of such reports shall release the employer from making such reports to any other officer of the State. [Approved June 3, 1943.]

Printed Notices

Sec. 30½. PRINTED NOTICES OF RULES, ETC., TO BE POSTED.] Every employer within the provisions of this Act shall, under the rules and regulations prescribed by the Industrial Commission, post printed notices in their respective places of employment in such number and at such places as may be determined by the Commission, containing such information relative to this Act as in the judgment of the Commission may be necessary to aid employees to safeguard their rights under this Act in event of injury. [Added by Act approved July 8, 1933.]

Contract with Others

Sec. 31. WHO INCLUDED IN TERM "EMPLOYER"—CONTRACTING WITH OTHERS TO DO THE WORK.] Any one engaging in any business or enterprise referred to in subsections 1 and 2 of section 3 of this Act who undertakes to do any work enumerated therein, shall be liable to pay compensation to his own immediate employees in accordance with the provisions of this Act, and in addition thereto if he directly or indirectly engages any contractor whether principal or sub-contractor to do any such work, he shall be liable to pay compensation to the

Duty to Insure

employees of any such contractor or sub-contractor unless such contractor or sub-contractor shall have insured, in any company or association authorized under the laws of this State to insure the liability to pay compensation under this Act, or guaranteed his liability to pay such compensation.

Recovery Against Contractor

In the event any such person shall pay compensation under this section he may recover the amount there-

of from the contractor or sub-contractor, if any, and in the event the contractor shall pay compensation under this section he may recover the amount thereof from the sub-contractor, if any.

Immediate Premises

This section shall not apply in any case where the accident occurs elsewhere than on, in or about the immediate premises on which the principal has contracted that the work shall be done. [Amended by Act approved June 28, 1919.]

Invalidity of Part Right of Action

Sec. 32. RIGHT OF ACTION ACCRUING BEFORE TAKING EFFECT OF THIS ACT—IF THIS ACT REPEALED, ETC.—CLAIM UNDER PREVIOUS ACT HOW ADJUSTED.] If any of the provisions of this Act providing for compensation for injuries to or death of employees shall be repealed or adjudged invalid or unconstitutional, the period intervening between the occurrence of any injury or death and such repeal or final adjudication of invalidity, shall not be computed as a part of the time limited by law for the commencement of any action relating to such injury or death, but the amount of any compensation which may have been paid for any such injury shall be deducted from any judgment for damages recovered on account of such injury. Any claim, disagreement or controversy existing or arising under "An Act to promote the general welfare of the people of this State, by providing compensation for accidental injuries or death suffered in the course of employment," approved June 10, 1911, in force May 1, 1912, shall be adjusted in accordance with the provisions of said Act, notwithstanding the repeal thereof, or may by agreement of the parties be adjusted in accordance with the method of procedure provided in this Act for the adjustment of differences, jurisdiction to adjust such differences so submitted by the parties being hereby conferred upon the Industrial board or committee of arbitration provided for in this Act. [Amended by Act approved June 25, 1917.]

Adjustment

Claim Under Previous Act

Refusal to Comply

Sec. 33. PENALTIES.] Any wilful neglect, refusal or failure to do the things required to be done by any section, clause, or provision of this Act, on the part of the persons herein required to do them, or any violation of any of the provisions or requirements hereof, or any attempt to obstruct or interfere with any court officer, or any other person charged with the duty of administering or enforcing the provisions of this Act, shall be deemed a misdemeanor, punishable by a fine of not less than $10.00 nor more than $500.00, at the discretion of the court.

Penalty

Sec. 33½. NAME OF ACT.] This Act may be cited

Name of Act

as the Workmen's Compensation Act. [Added by an Act approved June 28, 1915.]

Invalidity

Sec. 34. INVALIDITY.] The invalidity of any portion of this Act shall in no way affect the validity of any other portion thereof which can be given effect without such invalid part.

Repeal

Sec. 35. REPEAL.] That an Act to promote the general welfare of the people of the State of Illinois by providing compensation for accidental injuries or death suffered in the course of employment, approved June 10, 1911, in force May 1, 1912, be, and the same is, hereby repealed

TABLE OF COMPENSATION

To find the present value of any sum payable weekly, multiply that sum by the present value of $1 payable for the number of weeks for which such sum is payable.

EXAMPLE.—To find the present value of $7.20 payable at the end of each week for 100 weeks multiply $7.20 by the present value of $1 payable weekly for 100 weeks (shown in the tables to be $97.1833). $7.20×97.1833=$699.72, present value.

PRESENT VALUE TABLES

Present value at 3 per cent, compounded annually, at $1 per week, payable at the end of each week for any term from one week up to eight years.

No. of Weeks	Present Value	No. of Weeks	Present Value	No. of Weeks	Present Value	No. of Weeks	Present Value
1	$ 0.9994	46	$45.3909	91	$88.6612	136	$130.8388
2	1.9983	47	46.3645	92	89.6103	137	131 7638
3	2.9966	48	47.3376	93	90.5588	138	132.6884
4	3.9943	49	48.3101	94	91.5068	139	133 6124
5	4.9915	50	49.2821	95	92.4542	140	134.5359
6	5 9881	51	50.2536	96	93.4011	141	135.4589
7	6.9841	52	51.2244	97	94 3474	142	136.3814
8	7.9796	53	52 1947	98	95.2933	143	137.3033
9	8.9745	54	53.1645	99	96 2385	144	138 2247
10	9.9688	55	54.1337	100	97.1833	145	139.1456
11	10.9626	56	55.1024	101	98.1275	146	140.0659
12	11.9558	57	56 0705	102	99.0711	147	140.9858
13	12 9484	58	57.0381	103	100.0143	148	141.9051
14	13.9405	59	58.0051	104	100.9569	149	142.8239
15	14.9320	60	58.9716	105	101.8989	150	143.7421
16	15 9229	61	59.9375	106	102.8405	151	144.6599
17	16.9133	62	60.9029	107	103.7814	152	145.5771
18	17.9031	63	61 8677	108	104.7219	153	146.4938
19	18.8924	64	62.8320	109	105.6618	154	147.4100
20	19.8811	65	63.7957	110	106.6012	155	148.3257
21	20.8692	66	64.7589	111	107.5401	156	149.2408
22	21.8568	67	65.7215	112	108.4784	157	150.1554
23	22.8438	68	66.6836	113	109.4162	158	151.0695
24	23.8303	69	67.6451	114	110.3534	159	151.9831
25	24.8161	70	68.6061	115	111.2901	160	152.8962
26	25.8015	71	69.5666	116	112.2263	161	153.8087
27	26.7862	72	70.5265	117	113.1620	162	154.7207
28	27.7705	73	71.4858	118	114.0971	163	155.6323
29	28.7541	74	72.4446	119	115.0317	164	156.5432
30	29.7372	75	73.4029	120	115.9658	165	157.4537
31	30.7197	76	74.3606	121	116.8993	166	158.3637
32	31.7017	77	75.3178	122	117.8323	167	159.2731
33	32.6831	78	76.2744	123	118.7648	168	160.1820
34	33.6640	79	77.2305	124	119.6967	169	161.0904
35	34.6443	80	78.1860	125	120.6281	170	161.9983
36	35.6240	81	79.1410	126	121.5590	171	162.9057
37	36.6032	82	80.0955	127	122.4894	172	163.8125
38	37.5818	83	81.0494	128	123.4192	173	164.7189
39	38 5599	84	82.0028	129	124.3485	174	165.6247
40	39.5374	85	82.9556	130	125.2772	175	166.5300
41	40.5144	86	83.9079	131	126.2055	176	167.4348
42	41.4908	87	84.8596	132	127.1332	177	168.3391
43	42.4667	88	85.8109	133	128.0604	178	169 2429
44	43.4420	89	86.7615	134	128.9870	179	170.1461
45	44.4167	90	87.7116	135	129.9132	180	171.0489

No. of Weeks	Present Value	No. of Weeks	Present Value	No. of Weeks	Present Value	No. of Weeks	Present Value
181	$171.9511	240	$224.2850	299	$274.8928	358	$323.8315
182	172.8528	241	225.1569	300	275.7360	359	324.6469
183	173.7540	242	226.0284	301	276.5787	360	325.4618
184	174.6547	243	226.8994	302	277.4210	361	326.2763
185	175.5549	244	227.7699	303	278.2628	362	327.0903
186	176.4546	245	228.6399	304	279.1041	363	327.9039
187	177.3537	246	229.5094	305	279.9449	364	328.7169
188	178.2524	247	230.3784	306	280.7852	365	329.5296
189	179.1505	248	231.2469	307	281.6251	366	330.3417
190	180.0481	249	232.1149	308	282.4645	367	331.1534
191	180.9452	250	232.9825	309	283.3034	368	331.9647
192	181.8418	251	233.8495	310	284.1419	369	332.7755
193	182.7379	252	234.7160	311	284.9798	370	333.5858
194	183.6335	253	235.5821	312	285.8173	371	334.3957
195	184.5286	254	236.4476	313	286.6543	372	335.2051
196	185.4232	255	237.3127	314	287.4908	373	336.0140
197	186.3172	256	238.1773	315	288.3269	374	336.8225
198	187.2108	257	239.0414	316	289.1625	375	337.6305
199	188.1038	258	239.9049	317	289.9976	376	338.4381
200	188.9964	259	240.7680	318	290.8322	377	339.2452
201	189.8884	260	241.6307	319	291.6664	378	340.0518
202	190.7799	261	242.4928	320	292.5001	379	340.8580
203	191.6709	262	243.3544	321	293.3333	380	341.6637
204	192.5614	263	244.2155	322	294.1660	381	342.4690
205	193.4514	264	245.0763	323	294.9983	382	343.2738
206	194.3409	265	245.9364	324	295.8301	383	344.0782
207	195.2299	266	246.7960	325	296.6614	384	344.8821
208	196.1184	267	247.6552	326	297.4922	385	345.6855
209	197.0064	268	248.5139	327	298.3226	386	346.4885
210	197.8939	269	249.3721	328	299.1525	387	347.2911
211	198.7808	270	250.2298	329	299.9819	388	348.0931
212	199.6673	271	251.0871	330	300.8109	389	348.8947
213	200.5533	272	251.9438	331	301.6394	390	349.6959
214	201.4387	273	252.8001	332	302.4674	391	350.4966
215	202.3237	274	253.6558	333	303.2949	392	351.2969
216	203.2082	275	254.5111	334	304.1220	393	352.0967
217	204.0921	276	255.3659	335	304.9486	394	352.8960
218	204.9756	277	256.2202	336	305.7748	395	353.6949
219	205.8585	278	257.0741	337	306.6004	396	354.4933
220	206.7410	279	257.9274	338	307.4256	397	355.2913
221	207.6229	280	258.7803	339	308.2504	398	356.0888
222	208.5043	281	259.6326	340	309.0746	399	356.8859
223	209.3853	282	260.4845	341	309.8984	400	357.6825
224	210.2657	283	261.3359	342	310.7217	401	358.4787
225	211.1457	284	262.1868	343	311.5446	402	359.2744
226	212.0251	285	263.0373	344	312.3670	403	360.0697
227	212.9041	286	263.8872	345	313.1889	404	360.8645
228	213.7825	287	264.7367	346	314.0103	405	361 6589
229	214.6605	288	265.5857	347	314.8313	406	362.4528
230	215.5379	289	266.4342	348	315.6519	407	363.2462
231	216.4148	290	267.2822	349	316.4719	408	364.0392
232	217.2913	291	268.1298	350	317.2915	409	364.8318
233	218.1672	292	268.9768	351	318.1106	410	365.6239
234	219.0427	293	269.8234	352	318.9293	411	366.4156
235	219.9176	294	270.6695	353	319.7475	412	367.2068
236	220.7921	295	271.5151	354	320.5652	413	367.9975
237	221.6661	296	272.3603	355	321.3825	414	368.7878
238	222.5395	297	273.2049	356	322.1993	415	369.5777
239	223.4125	298	274.0491	357	323.0156	416	370.3671
						417	371.1561

Present value at 3 per cent, compounded annually, of $1 semi-monthly, payable at the end of each half month, for any term from one-half month up to eight years.

(For method of computation, see example given under weekly table.)

MONTHS	0 years	1 year and— months	2 years and— months	3 years and— months	4 years and— months	5 years and— months	6 years and— months	7 years and— months
One-half	.9978	24.6020	47.5272	69.7927	91.4194	112.4242	132.8254	152.6394
One	1.9962	25.5705	48.4676	70.7058	92.3060	113.2850	133.6611	153.4509
One and one-half	2.9925	26.5378	49.4068	71.6178	93.1915	114.1449	134.4961	154.2616
Two	3.9875	27.5040	50.3450	72.5288	94.0761	115.0038	135.3301	155.0714
Two and one-half	4:9812	28.4690	51.2821	73.4388	94.9597	115.8619	136.1633	155.8805
Three	5.9738	29.4329	52.2172	74.3477	95.8423	116.7190	136.9956	156.6887
Three and one-half	6.9651	30.3956	53.1520	75.2556	96.7240	117.5752	137.8270	157.4961
Four	7.9552	31.3517	54.0858	76.1624	97.6047	118.4305	138.6576	158.3027
Four and one-half	8.9441	32.3175	55.0186	77.0683	98.4844	119.2848	139.4873	159.1085
Five	9.9317	33.2767	55.9502	77.9731	99.3631	120.1383	140.3162	159.9134
Five and one-half	10.9182	34.2348	56.8807	78.8769	100.2409	120.9908	141.1444	160.7176
Six	11.9034	35.1917	57.8102	79.7796	101.1177	121.8425	141.9713	161.5210
Six and one-half	12.8874	36.1475	58.7385	80.6814	101.9936	122.6932	142.7976	162.3235
Seven	13.8702	37.1022	59.6658	81.5821	102.8685	123.5430	143.6231	163.1252
Seven and one-half	14.8517	38.0557	60.5921	82.4818	103.7424	124.3920	144.4477	163.9262
Eight	15.8321	39.0081	61.5172	83.3806	104.6154	125.2400	145.2714	164.7263
Eight and one-half	16.8113	39.9593	62.4413	84.2783	105.4875	126.0871	146.0943	165.5257
Nine	17.7893	40.9094	63.3643	85.1750	106.3585	126.9334	146.9163	166.3242
Nine and one-half	18.7661	41.8584	64.2863	86.0706	107.2287	127.7787	147.7375	167.1219
Ten	19.7417	42.8063	65.2071	86.9653	108.0979	128.6231	148.5579	167.9189
Ten and one-half	20.7161	43.7530	66.1270	87.8590	108.9661	129.4667	149.3774	168.7150
Eleven	21.6894	44.6986	67.0457	88.7517	109.8334	130.2094	150.1961	169.5104
Eleven and one-half	22.6614	45.6431	67.9635	89.6434	110.6998	131.1512	151.0139	170.3050
Twelve	23.6323	46.5857	68.8786	90.5319	111.5625	131.9887	151.8271	171.0944

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(EXPLANATORY: References in this index are to sections, paragraphs and pages. The letters in parentheses refer to paragraphs under sections. Numbers under "Section" refer to sections of the Act. Numbers under "Page" refer to the pages where the substance contained in the index notation may be found, although the section may have started on a prior page.)

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OFFICE OF

INDUSTRIAL COMMISSION

160 N. LaSalle St.

CHICAGO 1, ILL.

WILLIAM E. KAISER,

Chairman